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ABSTRACT

The collective bargaining agreement between Lake Superior State University (Michigan) and the Lake Superior State University Faculty Association, an affiliate of the National Education Association, covering the period September 1, 1988 to August 31, 1991 is presented. The agreement covers the following items: definitions; recognition; association rights regarding union activities; management rights; faculty rights; academic freedom and responsibility; faculty appointments (types, just cause for discharge, standards, procedures, letter of appointment, renewal and notice of non-renewal); evaluations; promotions (qualifications, criteria, promotion committees, procedures); tenure; academic conditions and workload (non-discrimination, qualifications for assigned tasks, loads, university calendar, working conditions, workload adjustments for special assignments and coaching, off-campus teaching assignments); grievance procedure (definition and steps); layoff and recall of faculty members; curriculum development; leaves of absence and professional development fringe benefits (health, insurance, disability, retirement, tuition reimbursement, etc.); professional compensation (base salary, advances, adjustments, other compensation); negotiations procedures; no strike clause; duration of agreements; and grievances. Appendixes contain a grievance report form, faculty evaluation form and criteria for promotion. An index is also included. (JB)

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and

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Lake Superior State University Faculty Association MEA-NEA

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Effective Sept. 1, 1988 to August 31, 1991

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3. ASSOCIATION RIGHTS

3.1. Right to Organize

The University hereby agrees that each faculty member shall have the right to freely organize, join, and support the Association for the purpose of collective bargaining. As a duly established body exercising power under the laws of the State of Michigan, the University undertakes and agrees that it will not directly or indirectly discourage, deprive, or coerce any faculty member in the enjoyment of any rights conferred by act of laws of Michigan or the Constitutions of Michigan and of the United States; nor shall the University discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; participation in any activities of the Association; or the institution of any grievance, complaint, or other proceeding against the University provided for by this Agreement.

3.2. Exclusion of Other Bargaining Organizations

The University shall not aid, promote, or finance any group or organization which attempts to engage in collective bargaining on behalf of faculty members covered by the Agreement, or whose activities would tend to undermine the Association in its legitimate collective bargaining function.

3.3. Access to Facilities

The Association and its representatives shall have the right to use the institution's facilities for meetings on the same basis as other organizations, whenever such facilities are not required for educational purposes. Using normal University procedures, the Association shall have the right to schedule meetings in classrooms not otherwise in use, at no cost.

3.4. Mail Service

The Association shall have the inter-building use of the University mail delivery system for the distribution of notices and other communications relating to Association business. The Association shall be assigned a campus mailbox. It is specifically understood that the University will not provide mail franking privileges and that the use of the inter-building University mail delivery system will not be utilized for partisan political activity.

3.5. Grievance Information

Upon request by an authorized member of the Association, the University shall provide the Association with all information required for the preparation and processing of a grievance, as specified in the grievance procedure.

3.6. **Public Information**

The University agrees to make available to the Association and in response to written requests, public information concerning the financial resources of the University, budgetary requirements and allocation, and such other non-privileged information relevant to collective bargaining as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the faculty members. This information shall be provided at no cost to the Association.

3.7. **Consultation and Representation**

3.7.1. **Board of Control Agenda**

The University shall provide a copy of the Board of Control agenda to the Association at the same time that the agenda is mailed to the Board members.

3.7.2. **Special Conferences**

The Association shall have the right to meet with the University for the purpose of considering matters of mutual interest.

Arrangements for such conferences shall be made in advance between the Association president and the Labor Relations Manager, and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested and a copy sent to the President of the University. Matters taken up in conference shall be confined to those included in the agenda.

3.7.3. **Other Consultation**

Nothing contained herein shall prevent officially designated Association representatives from consulting with the appropriate College administrators at times other than those set forth above at a mutually acceptable time.

3.8. **Leave for Association Members**

The Association shall be granted a total of 12 days per academic year to permit its officers or members to attend official meetings relating to Association business. The President of the Association shall inform the Labor Relations Office of intention to attend such meetings, and the Association member(s) who will be attending.

The maximum of twelve (12) days will be allocated among the designees, but in no case shall the total number of absences total more than six (6) days for any one member. The designated Association representative(s) shall notify his or her, or their, department head(s) as to the person(s) who shall cover the absentee's normal duties during the absence(s). This notification shall take place at least five (5) days prior to the absence, and the University's absence request procedures shall be followed.

3.9. **Faculty Meeting At Fall Orientation**

The University agrees that on one of the orientation faculty meeting days the agenda will include notice that the Association is scheduled to have a meeting at the conclusion of the regular orientation session.

3.10. **Selection of Association Negotiators**

The University shall have no control over the selection or number of negotiators appointed by the Association. Negotiation representatives for both parties shall have all necessary power and authority to make proposals and reach agreements.

3.11. **Distribution of Agreement**

The University shall provide for typing and printing the final indexed draft of the Agreement.

The president of the Association shall be given one copy of the Agreement for each member in the bargaining unit within thirty (30) days after the signing of the Agreement. The University shall provide the Association with a copy of the computer disk of this Agreement.

Each incoming or prospective faculty member shall be provided by the University with a copy of the Agreement at the time of an employment offer.

The University shall provide the Association with twenty (20) copies of the Agreement.

3.12. **Agency Shop and Dues Deduction**

3.12.1. **Agency Shop**

The University agrees that it shall be a condition of employment that all faculty members who are presently Association members, all faculty members who hereafter become Association members, and all new faculty members employed after the 30th day of June, 1978, shall within sixty (60) days after the effective date of this Agreement, or sixty (60) days after the commencement of employment, whichever comes later, either:

3.12.1.1. Sign and deliver to the University an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing.

or

3.12.1.2. Cause to be paid to the Association a representation fee, as the exclusive bargaining representative pursuant to Act 390 (MSA), in an amount established by the Association in ten equal installments. The University and the Association recognize that the failure of any faculty member to comply with this provision is cause for discontinuance of the faculty member's appointment.

3.12.1.3. The Association agrees to save the University harmless from any and all costs, including witness costs and fees, attorney fees, back-pay awards, punitive damages or any other costs of prosecution or defense, or liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, for which the University may be liable by virtue of the provisions of this section.

3.12.1.4. It is specifically agreed that payment for the above-specified reasons shall be made directly from the Association to the party, and at no time shall the University pay out any monies as a result of enforcing the provisions of this section.

3.12.2. **Dues Deduction**

3.12.2.1. The University shall deduct from the pay of each faculty member all current Association dues and fees, provided there is in the possession of the University a written dues deduction form executed by the faculty member. Dues deduction shall remain in effect unless revoked by the faculty member between August 1 and August 31 of any given calendar year.

3.12.2.2. The Association shall indemnify and save the University harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the University or in reliance upon signed authorization cards or lists furnished to the College by the Association for the purpose of payroll deduction of dues.

3.12.2.3. The dues shall be deducted at a rate of 1/10 of the total dues and fees per month for a ten month period commencing in September and ending in June. Such deduction shall be made from the first pay check of each month. The University agrees to remit to the Association all monies so deducted, accompanied by a list of members from whom the deductions have been made within ten (10) University days, or as soon as practicable thereafter.

4. **MANAGEMENT RIGHTS**

The University hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the University, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

5. FACULTY RIGHTS

5.1. No tenured faculty member shall be reprimanded or discharged without just cause.

5.2. A faculty member shall be entitled to have present a representative of the Association when being formally warned, reprimanded, disciplined or discharged for any reason.

5.3. Pursuant to Michigan Public Act 397 effective 1-1-79, a faculty member, upon written request, may examine his or her personnel file, and may elect to be accompanied by a representative of the Association. Upon written request, a faculty member may purchase a copy of his or her personnel file. Pre-employment credentials and letters of reference are exempt from this examination.

5.4. The faculty member shall have the right to submit a written statement regarding any material in the personnel file and that statement shall be included in the personnel file. A faculty member's signature or initials on any part of the file does not imply agreement to that part of the file.

5.5. Nothing contained in the Agreement shall be construed to deny or restrict an faculty member's legal rights and privileges.

5.6. Any contract between the University and a faculty member heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

5.7. The University shall not negotiate concerning wages, hours, terms or conditions of employment with any faculty member individually, or with any faculty organization other than the Association, for the duration of this Agreement except as provided elsewhere in this Agreement.

5.8. Video material prepared by a faculty member for classroom instruction, using University materials or equipment, shall not be used by the University or faculty member without mutual consent. At the time of separation of a faculty member from the University, all such video material may be erased at the discretion of the faculty member.

5.9. A faculty member holding dual appointment shall have all rights, privileges, and responsibilities in both departments.

6. ACADEMIC FREEDOM AND RESPONSIBILITY

6.1. The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his or her other academic duties; but research for pecuniary return should be based on prior understanding with the department head and the vice president for academic affairs. This understanding should cover any research that involves the faculty member's use of institutional supplies, facilities or equipment for non-instructional purposes. Also, such research that is not related to instruction by the faculty member will be conducted on the faculty member's own time.

6.2. The faculty member is entitled to freedom in the classroom in discussing his or her subject, but he or she should be careful not to introduce into his or her teaching controversial matter which has no relation to his or her subject.

6.3. The concept of freedom should be accompanied by an equally demanding concept of responsibility. The University teacher is a citizen, a member of a learned profession, and a representative of an educational institution. When he or she speaks or writes as a citizen, he or she shall be free from institutional censorship or discipline, but his or her special position in the community imposes special obligations. As a person of learning and a representative of an educational institution, he or she should remember that the public may judge his or her profession and the institution by his or her utterances. Hence, he or she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should take every effort to indicate that he or she is not acting as an institutional spokesperson.

7. FACULTY APPOINTMENTS

7.1. Types of Appointments

7.1.1. Tenure

Tenure appointment is defined as a status which provides continuous employment to a faculty member on an academic-year or twelve-month contract, with discharge only for just cause as established by the grievance procedure and this Agreement.

7.1.2. Probationary

A probationary appointment is defined as a one-year appointment of a faculty member on an academic-year or twelve-month contract with provision for renewal of the appointment at the end of the year. Notice of non-renewal of the appointment must be provided according to Section 7.7. Reappointment notice is provided per Section 7.5.1. Conditions for granting tenure are detailed in Section 10.

7.1.3. Temporary

A temporary appointment is defined as an appointment of an individual to replace a faculty member or an approved leave for up to one year, or to fill a vacancy for which no qualified applicants are available as specified in Section 7.3.2.2. Termination of appointment is not subject to the grievance procedure.

7.1.4. Adjunct

An adjunct appointment is defined as an appointment for which an individual fulfills teaching, counseling, or librarian duties, but which excludes the individual from the recognized bargaining unit. Adjunct persons shall not teach six or more contract hours or the equivalent for each of three consecutive terms of an academic year nor may they teach a total of eighteen or more contract hours per academic year, unless otherwise provided in this Agreement.

7.1.5. Supplemental

A supplemental appointment is defined as an appointment of a faculty member to fulfill teaching or other assigned responsibilities over and above assigned workloads, or during summer session. A decision not to reappoint or retain a supplemental appointee is not subject to the grievance procedure.

7.2. **Just Cause For Discharge**

Faculty members who have successfully completed their probationary periods at the University shall not be disciplined or discharged without just cause. Discharge during the probationary period at the University shall not be subject to the grievance procedure. After completion of the probationary period, discharge shall be subject to the grievance procedure.

7.3. **Standards for Initial Appointment to the Respective Ranks**

The ranks of Instructor, Assistant Professor, Associate Professor, and Professor shall be the only ranks assigned to the faculty.

7.3.1. **Qualifications**

The qualifications for initial appointment to the respective ranks of the University will take into account academic preparation at accredited colleges and universities, and professional experience which directly relates to the academic responsibilities to which the candidate is being appointed. The academic degrees must be earned, not honorary, and in a discipline or disciplines to which the candidate is being appointed. Professional experience is defined as teaching at an accredited college or university, or work experience which is directly related to the academic responsibilities to which the candidate is being appointed.

The minimum qualifications for initial appointment shall be:

Instructor: Master's degree in the discipline(s) to which the candidate is being appointed, or candidacy in an active doctoral program at an accredited college or university.

Assistant Professor: An earned doctorate or other recognized terminal degree; a master's degree plus at least five years of professional experience, or a master's degree plus at least 30 quarter hours in a doctoral program.

Associate Professor: An earned doctorate or other recognized terminal degree, and five years of professional experience.

Professor: An earned doctorate or other recognized terminal degree, and ten years of professional experience.

7.3.2. **Waiver of Qualifications**

7.3.2.1. The University, in seeking to attract an outstanding person of professional or artistic stature, may waive the qualifications after consulting with the departments involved. Notification of the waiver, and the reasons for the action, shall be given in writing to the Association.

7.3.2.2. Further, when search for candidates possessing the minimum qualifications for the rank of instructor does not produce qualified candidates available by the time their services are required, then the University may hire a person with less than minimum qualifications for a

temporary appointment of one year at the rank of instructor. Notification of the hiring, and the reason for the necessity of the temporary appointment, shall be given to the Association in writing. The search for candidates with minimum qualifications shall be renewed by November 15 of the year in which the temporary appointment took effect. If the search still does not produce qualified candidates available by the time their services are required, the temporary appointment may be renewed for one more year, with notification to the Association as above.

7.4. **Procedures for Initial Appointments**

7.4.1. **Probationary and Temporary**

When a vacancy occurs, the University's affirmative action officer, acting on the advice of the department head, shall prepare an advertisement/announcement for the vacancy. The department head shall recommend professional media for placement of the vacancy advertisement. A copy of the advertisement/announcement for the vacancy shall be furnished to all departmental faculty and the Association.

By the closing date for the receipt of applications, a committee consisting of departmental faculty members shall be appointed by the department head. At least one non-departmental faculty member may be appointed by the department head. The department head or his or her designee shall chair the committee. Credentials from applicants for faculty positions shall be made available to committee members and all other members of the department in a timely manner with appropriate security procedures. All available faculty members within the department will be given the opportunity to attend interview sessions conducted by the committee with applicants. The committee may require applicants to give a guest lecture before the members of the department. Faculty members may make written or oral recommendations to the committee regarding applicants for vacancies within their departments. Within the time constraints given by the department head, which in no case shall be less than one week from the date of the interview of the last candidate, the committee shall make written recommendations to the department head. All departmental faculty shall be provided a copy of the committee's recommendations. The department head will then review appropriate applications and the committee's recommendations, and submit a recommendation to the appropriate vice-president, along with a copy of the committee's recommendations. Departmental faculty will be provided a copy of the department head's recommendations.

A copy of an accepted offer of employment shall be sent to the Association.

7.4.2. **Supplemental**

Before adjunct assignments are made, faculty members qualified to teach such courses or perform such tasks shall first be offered the assignment as a supplemental appointment.

Faculty members shall be limited to teaching one supplemental course per term. In extenuating circumstances exceptions may be granted by the Faculty Association Executive Committee.

7.4.3. **Adjunct**

If a course cannot be taught or a bargaining unit task performed through a supplemental appointment, the University shall make adjunct appointments from among persons on the departmental list of qualified adjunct. This list shall be maintained by the department head and shall be made available to departmental faculty upon request. Before a person is added to this list, the department head will notify department faculty of the proposed addition, provide evidence of qualification for specified course(s) or task(s), and allow at least one week for comment by departmental faculty. Upon request by two or more departmental faculty members, qualifications of an adjunct member on the departmental list shall be discussed at a department meeting. The portion of the departmental meeting minutes that pertain to the discussion of adjunct members may be deleted from the published version of the minutes, but this portion must be initialed by departmental members and provided to the Vice-President of Academic Affairs. In case of educational necessity a department head may appoint an adjunct not on the adjunct list but must follow steps for departmental faculty comment and discussion promptly after the adjunct has been appointed. Adjunct shall not teach more than fifteen (15) contract hours per term.

7.4.4. An Employee of the University whose initial appointment to the University was outside the bargaining unit, shall be considered a new appointment if appointed to a bargaining unit position. This appointment is not subject to Section 7.4.

7.4.5. A regular part-time faculty member may be appointed to full-time without application of Section 7.4.

7.5. **Letter of Appointment and Reappointment**

7.5.1. **Probationary and Temporary**

Appointment to the faculty of the University shall be offered by letter signed by the appropriate vice president. The letter to the faculty shall set forth:

a. The effective date of appointment.

b. The rank to which he or she is appointed.

c. The compensation data.

d. The department(s) of appointment.

e. The apportionment of the contract load, if the appointment is dual, i.e., split between two departments.

f. Any special assignments that involve extra compensation, or reduction of work load.

g. A statement specifying the term of the appointment, and the position's relationship to the tenure system specified in this Agreement.

h. A statement specifying that the appointment is subject to all terms and conditions of this Agreement.

7.5.2. **Supplemental and Adjunct**

The University shall send each supplemental and adjunct appointee a contractual letter, with a copy to the Association, stipulating:

a. The task to be performed.

b. Basic salary.

c. Travel pay, if any.

d. Any other conditions of employment pertinent to the task and consistent with this Agreement.

e. The supplemental appointment letter must include the description of the total load of the faculty member.

7.5.2.1. Each term, the University shall publish a list of supplemental and adjunct appointees and their assignments for the current term, and a list of course offerings and other tasks for the next term. A copy of the list will be sent to the Association.

7.5.3. The University shall provide the Association with a copy of each letter of appointment, above.

7.5.4. The conditions of employment, in annual letters of appointment shall not be altered without the consent of the faculty member.

7.5.5. Any faculty member who accepts a change of status shall receive a new letter of appointment.

7.6. A temporary appointment may be renewed.

7.7. **Notice of Non-Renewal**

Faculty members on probationary or temporary appointments shall receive notice of non-renewal no later than:

a. First-year probationary faculty, or temporary faculty: March 15.

b. Probationary appointees in the second or later year: December 15.

8. EVALUATIONS

8.1. The University agrees that the purpose of evaluation is to recognize and promote educational excellence and to help identify areas for instructional improvement. The evaluation of faculty shall be consistent with this section.

8.2. The evaluation of the performance of each faculty member is the responsibility of the administration. All evaluation of the faculty members shall be conducted openly.

8.3. Evaluations shall be conducted by department heads or other qualified administrators as designated by the president.

8.4. All evaluations shall be initiated by the department head. He/she shall review the faculty member's course syllabi, samples of tests, quizzes and examinations, and student evaluations of the faculty member's effectiveness. The department head shall inform the faculty member of any deficiencies together with recommendations for improvement.

8.5. The department head may visit non-tenured faculty member's classrooms and laboratories for academic evaluation purposes.

8.6. In the case of tenured faculty, in-classroom and laboratory visitation shall occur for academic evaluation, only with the consent of the faculty member.

8.7. The faculty member being evaluated shall have the right to answer the evaluation report in writing and his or her reply shall become a part of all copies of that report.

8.8. Faculty members may at any time submit evidence of professional achievement, teaching ability, or service to the College for inclusion in their personnel files.

8.9. Mutual agreement between department heads and the majority of department faculty members is required to change forms used by students to evaluate faculty members. This must occur by the sixth week of the fall term, otherwise the department shall use the most recently approved forms.

8.10. Student complaints concerning a faculty member shall be brought to the attention of the affected faculty member by his/her department head in a timely manner or disregarded in subsequent evaluations by the department head.

8.11. When a department head prepares to visit a faculty member's classroom for an evaluation visit, he/she must have a pre-visitation conference with the involved faculty member. During the conference, the department head and the faculty member will mutually develop a list of weighted criteria to be used during the visitation. The results of the department head's visitation shall be given in writing to the faculty member at a post-visitation conference to be held within five (5) college days of the visitation. The faculty member may append any written remarks to the visitation report the he/she deems appropriate.

8.12. Evaluations shall be completed annually for each probationary faculty member and at least once every three years for tenured faculty. Annual evaluations of tenured faculty members may occur at the request of the faculty member or at the discretion of the department head.

8.13. It is expressly understood that for tenured faculty members, for years in which no evaluation has been completed, it is assumed that faculty member's job performance for those years is satisfactory, as stated in Appendix B.

9. **PROMOTION**

9.1. **Qualifications for Promotion**

Promotion in rank is not automatic nor based primarily on seniority. The minimum preparation for promotion to the academic ranks shall be as follows, except in cases where there is clear evidence of equivalent experience, professional achievement or superior teaching:

9.1.1. Assistant Professor

a. Master's degree plus fifteen additional hours plus two years at the Instructor level at Lake Superior State University, or

b. Earned doctorate in his/her field.

9.1.2. Associate Professor

a. Master's degree plus thirty quarter hours plus five years at the Assistant level at Lake Superior State University, or

b. Earned doctorate in his/her field plus three years at the Assistant level at Lake Superior State University.

9.1.3. Professor

a. Master's degree plus forty-five quarter hours plus seven years at the Associate level at Lake Superior State University, or

b. Earned doctorate in his/her field plus five years at the Associate level at Lake Superior State University.

9.2. **Criteria for Promotion**

Criteria for promotion shall be as specified in Appendix C of the Master Agreement.

9.3. **Promotion Committees**

9.3.1. Each department shall have a departmental Promotions Committee consisting of the department head and all tenured faculty of the department not being considered for promotion.

9.3.2. There shall be a University Promotions Committee chosen each fall term. Its membership shall consist of four department heads and four faculty members who are full professors, such committee membership ensuring representation from each department. Counseling/Library shall be considered one department.

The Faculty Association President and the Vice President for Academic Affairs shall meet in Special Conference by the end of the fall term, to alternately select committee members. The parties will alternate in selecting first each year, with the Faculty Association selecting first in 1989-90.

9.4. **Procedures for Promotion**

9.4.1. Faculty members wishing to be considered for promotion must submit their promotion file to their Departmental Promotions Committee by the end of the second week of Winter term. Faculty members are responsible for ascertaining whether they have attained minimum qualifying requirements as described in Sections 9.1.1. through 9.1.3., or whether they must elect the option described in the first paragraph of Section 9.1. Promotion files submitted to the Departmental Promotions Committee shall be the same as those submitted to the University Promotions Committee and shall be prepared according to the criteria of Sec. 9.2.

9.4.2. The Departmental Promotions Committee will review the evidence submitted to it and recommend promotion or not. A majority vote of a Departmental Promotions Committee is required to include an individual on the departmental promotions list. All candidates for promotion shall be notified as to whether or not their name is on the Department Committee's list of recommended promotions.

The Department Promotions Committee shall submit a list of recommended faculty along with their promotion files to the University Promotions Committee by the end of the fifth week of Winter term.

Librarians and Counselors shall be exempt from the departmental level and shall submit their promotion files directly to the University Promotions Committee by the end of the fifth week of Winter term.

9.4.3. The University Promotions Committee will consider only candidates submitted to it by Department Committees except as provided in Section 9.4.2. It shall review evidence contained in each faculty member's file along with departmental committee comments, if any. A majority vote of the University's Promotion Committee members will be required to include the name of an individual on the Committee's recommended list. All candidates shall be notified whether they are or are not on the Committee's final list of recommended promotions. Appropriate department heads shall be notified, and a list of both recommended and not recommended candidates shall be delivered to the Association on the same day as the Committee submits it list to the Vice President for Academic Affairs.

The University Promotions Committee shall submit its list of promotion recommendations to the Vice President for Academic Affairs by the end of Winter term. Those candidates who are not on the University Promotions Committee's final list shall be directly notified by the Committee, in writing, of the reasons. A list of those not recommended will be furnished to the Association.

9.4.4. The Vice President for Academic Affairs shall review the list of candidates and supporting evidence submitted by the University Promotions Committee and, from that list, submit to the University President a list of faculty members recommended for promotion. The President will review the list. If he/she concurs, the recommendations shall be transmitted to the Board of Control for it consideration and decision. Those on the final list who do not receive promotion shall be notified of the reasons in writing. Promotions become effective September 1st of the following academic year.

10. **TENURE**

10.1. **Definition**

Tenure is defined as continuous employment of a faculty member on an academic-year contract or a twelve-month contract, with discharge only for just cause as established by the grievance procedure and this Agreement. Tenure is awarded by the Board of Control, pursuant to its statutory responsibilities.

10.2. **Recommendations for Tenure**

A full-time faculty member who wishes to be considered for tenure shall make formal written application to his or her department head by October 1. Recommendations for tenure shall originate with the department head, who shall consider the needs of the department, faculty member's annual evaluations, qualifications for tenure and the voted recommendations made by the tenured faculty members of the department. The department head shall forward his or her tenure recommendations, accompanied by the recommendations of the tenured faculty members of the department, to the Vice President for Academic Affairs or appropriate Vice President, no later than November 1st of each academic year. A faculty member shall not receive tenure if he/she receives negative recommendations from both the tenured faculty members and the department head. A faculty member shall not receive tenure if he/she is not recommended for tenure by the appropriate Vice President. The Vice President will forward only his or her affirmative recommendations for tenure to the President for his or her review. If the President concurs in the affirmative recommendations of the Vice President for tenure, the recommendations shall be forwarded to the Board of Control for consideration at its last regularly scheduled meeting prior to December 15th.

In the event a department having a faculty member being considered for tenure has less than three tenured faculty members to serve as departmental tenure committee, a committee of tenured faculty members, one from each department, to be appointed by the individual departments, will serve to provide a faculty recommendation regarding tenure.

10.3. **Credit Toward Tenure**

10.3.1. Faculty members with probationary appointments are eligible to earn credit toward tenure at the rate of one year of credit for one academic year at the University. Faculty members on approved leaves of absence with pay shall accrue credit. Probationary faculty members on approved leaves of absence without pay shall not accure credit, except as provided by law; however, they shall not lose credit already accrued. Probationary faculty members who sever their relationship with the University, either through resignation or by exceeding the period of an approved leave of absence, shall lose all credit previously accrued toward tenure.

10.3.2. Faculty members with temporary appointments do not accrue credit toward tenure. If they are appointed to probationary positions, they shall be granted credit for the time previously served.

10.3.3. Faculty members with regular part-time appointments do not accrue credit toward tenure. A faculty member whose status changes from regular part-time to full-time shall be granted credit for the time previously served as if he or she had been full-time

10.4. **Maximum Time Before Tenure**

10.4.1. A full-time faculty member at the rank of Instructor must be promoted to the rank of Assistant Professor with tenure after seven (7) years or be discharged, with reasons furnished in writing.

10.4.2. The maximum probationary period before tenure is granted shall be: seven years for an Instructor, five years for an Assistant Professor, three years for an Associate Professor, and two years for a Professor. A faculty member must apply for tenure consistent with the probationary periods herein described. Failure to apply for tenure consideration shall result in discharge.

10.5. **Special Conditions Regarding Tenure**

10.5.1. The University's decision not to grant tenure when the maximum probtationary period has elapsed shall result in discharge, with reasons furnished in writing. The discharge is not subject to the grievance procedure.

10.5.2. No person outside the faculty shall acquire tenure or attain seniority in the bargaining unit.

10.5.3. No facult member shall be granted tenure with his or her initial appointment.

10.5.4. In the case of a faculty member whose coaching responsibilities are part of his or her contractual appointment, it is understood that a refusal to perform those coaching tasks, or a refusal to perform them in a conscientious manner, will be considered just cause for dismissal.

10.5.5. A person who attained tenure while a faculty member shall not lose his or her tenure status or seniority rights accrued because he or she leaves the bargaining unit to continue employment at the University in another position outside of the bargaining unit. However, while employed in a position outside the bargaining unit, no tenure credit or seniority shall accure in the bargaining unit.

11. ACADEMIC CONDITIONS AND WORKLOAD

11.1. Non-Discrimination

The University shall not, in the conduct of its business, discriminate against any individual on the basis of age, creed, marital status, race, national origin, religion, residence, sex or handicap.

11.2. Qualifications for Assigned Tasks

The University shall assign faculty members teaching, counseling, or librarian tasks based on the qualifications of the individual.

These qualifications shall be established by:

a. The individual's graduate-school transcript(s) showing major and minor concentrations of study in master's and doctoral programs and major(s) in baccalaureate programs.

b. The faculty member's professional experience, or special expertise based on independent study, scholarly publications or documented research.

c. The department head, based on paragraphs 11.2.a. and 11.2.b., after an exchange of facts and opinions with the individual faculty member, shall establish a list of LSSU courses and subjects which the faculty member is qualified to teach.

These qualifications shall be reviewed annually at the request of the individual faculty member.

11.3. Teaching Loads

11.3.1. For the purpose of defining teaching loads and overloads, one credit hour shall be considered as one class hour of lecture or recitation, or one and one-half hours of laboratory. The credit hour defined above is to be differentiated from the "Student Credit Hour" used in the catalog course descriptions.

11.3.2. Assigned faculty teaching loads shall not exceed 36 contract hours or their equivalent, for the academic year. Assigned faculty teaching loads shall not exceed 15 contract hours per term, or the equivalent. Faculty members may volunteer to accept a supplemental appointment or an overload. A faculty member shall not be discriminated against for not volunteering to carry a supplemental appointment or an overload.

In the event of established educational necessity, a faculty member may be required to accept one supplemental appointment during the academic year, with notice of assignment and written explanation of educational necessity given to the faculty member with a copy to the Association prior to assumption of the task.

11.3.3. For physical education activity courses, one and one-half hours of instruction equals one contract hour.

11.3.4. Non-teaching faculty members' workloads shall be 40 clock hours per week. Any librarian or counselor who is assigned to teach any class shall have his or her workload reduced accordingly.

11.3.5. Librarians and counselors shall have the option of electing a three-fourths appointment instead of a full-time appointment, in order to participate in professional development.

11.3.6. Faculty assignments shall not exceed five days per week, without the consent of the faculty member. A faculty member shall not be assigned both Saturday and Sunday without his or her consent.

11.3.7. Any teaching overload must be reported to the vice president for academic affairs and copies shall be furnished to the faculty member and the Association.

11.3.8. Faculty teaching loads shall not exceed three and one-half separate lecture preparations for any one quarter without the consent of the faculty member involved. Each separate laboratory shall count as one-half lecture preparation and each separate physical education activity course shall count as one-third lecture preparation.

Coaching counts as one lecture preparation during the principal term of the season.

11.3.9. Each faculty member shall schedule, with the approval of the department head, a minimum of five office hours per week during normal instructional hours. A faculty member shall not be required to schedule office hours more than two hours prior to or following an assigned class. Regular part-time faculty members shall have pro-rated office hour requirements.

11.3.10. Both parties recognize that the teaching load does not constitute the full work load for professional faculty. Maintaining office hours, advising students, and correcting work of students, for examples, are recognized as part of the professional responsibilities of the faculty member.

11.3.11. **Practicum/Internship Formula**

11.3.11.1. The number of contract hours a faculty member will receive for teaching a course identified in the University catalog as a practicum or internship course will be determined by the following formula:

$$\frac{\text{preparation time + class time + evaluation time}}{32} = \text{contract hour}$$

Preparation time is defined as the total number of hours required to place the students enrolled in the course.

Evaluation time is defined as the total number of hours required by the instructor to evaluate the students in the course.

To illustrate how this will be applied, the teaching credit for a "practicum" or "internship" carrying variable credit, allowing students to enroll in the course for 4, 6, 8, or 12 hours of credit would be computed as follows:

Credit Hour	Preparation Time	Evaluation Time
4	hrs. per student x number of students	hrs. per student x number of students
6	hrs. per student x number of students	hrs. per student x number of students
8	hrs. per student x number of students	hrs. per student x number of students
12	hrs. per student x number of students	hrs. per student x number of students
	Total Preparation Time	Total Evaluation Time

Class time is defined as the total number of hours the class meets for recitation of lecture during the term, plus course-preparation time.

Preparation time, evaluation time, and class time will be determined for the course, not for the instructor assigned the course. The total number of hours it will take to instruct a course may vary directly with the number of students enrolled in the course and by the number of credit hours for which each student is enrolled. The department head, in a meeting with all those faculty members who are listed as qualified to teach the course as provided for in Section 11.2. of the Agreement, and with an Association representative present, will determine the amount of evaluation time, preparation time, and class time required to instruct a course. If the faculty member assigned the course is not satisfied with the department head's decision, he/she may request a meeting with the department head and the vice president for academic affairs to discuss the matter. The appropriate Faculty Association representative(s) may accompany the faculty member at this meeting. After review of all evidence presented by the affected faculty member and/or the Faculty Association, the vice president for academic affairs will provide a final decision.

Each term any practicum or internship assigned to a faculty member will count as one-half lecture preparation for purposes of Section 11.3.8. of this Agreement. Practicum or internship courses offered for variable credit and bearing the same course number and name, are considered one-half lecture preparation. Example: MH203 may be offered for four, six, eight or twelve credits; some students may be enrolled for four, six, eight, or twelve credits, but the course would be considered the equivalent of only one-half lecture preparation.

11.3.11.2. Contract hour workloads for practicum or internship courses which are revised or developed and approved shall be determined using the procedures outlined above.

11.3.11.3. If a faculty member, after teaching a practicum or internship, feels that he/she is not able to conscientiously teach the course within the workload parameters established, he/she may remove the course from the list of courses (described in 11.2. of the Agreement) which he/she is to teach for the next academic year. Such removal may result in less than a full load, with corresponding change from full-time status.

11.3.12. **Class Sizes**

11.3.12.1. The head of each department, after an exchange of facts and/or opinions with his or her faculty, shall determine the need for student assistants for faculty members whose teaching loads exceed 600 student credit hours per term, or whose courses would benefit from student assistants. The department head shall submit his or her findings to the vice president for academic affairs, with specific requests for assignment of appropriate numbers of student assistants. For those courses where the provision for student assistants has been recommended, but student assistants have not been provided, the vice president for academic affairs shall notify, in writing, the department head and faculty member of the reasons. Student assistants shall not assume primary instructional activities and responsibilities.

11.3.12.2. Both the faculty and the University recognize that decisions about class size have consequences for the quality and cost of education. The department head, in agreement with the faculty member involved, shall set the maximum and minimum number of students in his/her courses taught in the department.

11.3.12.3. In the event of a disagreement between the department head and the faculty member in Section 11.3.12.2., the maximum or minimum number of students in the courses involved shall be established by the vice president for academic affairs.

11.3.12.4. Nothing in this Agreement shall require a workload adjustment when a faculty member wants to divide an assigned class into more than one section.

11.3.13. Without the written permission of the faculty member, a department head shall not assign classes or schedule office hours that exceed a nine hour span on a given day. Supplemental assignments are exempt from this restriction.

11.4. **University Calendar**

11.4.1. The 1988-89 University calendar, as approved by the Board of Control, shall not be changed without prior negotiations with the Association. The 1989-90 University Calendar will be as agreed to between the parties with the date for graduation to be determined by a Special Conference.

11.4.2. Using the "Special Conferences" provision of this Agreement, the Association and the University shall confer on a method mutually acceptable to both parties in arriving at an academic calendar for 1990-91, and 1991-92.

The University Calendar for the 1991-92 academic year shall be on a semester basis. The specific details shall be subject to the following restrictions:

> The regular academic year shall consist of two semesters, each which shall have a minimum of 77, and a maximum of 80 instructional days. All academic instruction, including examinations, if required, will be completed within this period. The winter semester shall have a week long break. The fall semester shall end before Christmas. Classes for the winter semester shall begin after New Year's Day.

11.4.3. To preserve the flexibility needed in the scheduling of summer classes, the Association waives, for the duration of this Agreement, negotiation of summer calendars.

11.5. **Working Conditions**

The University shall provide without charge:

a. If available, a private office for each faculty member, with the usual furniture, including desk, chairs, bookcases, and filing cabinets.

b. A telephone, with a private line, connected to an outside line through the switchboard, for each faculty member.

c. Faculty members with keys to their offices, and other rooms and buildings connected with their work.

d. Faculty members with secretarial assistance.

e. Access of the necessary machines and equipment such as dittos, mimeographs, computers, word processors, calculators, copiers, typewriters, timing devices, athletic equipment, and laboratory equipment.

f. Faculty members with common supplies such as paper, pens, grade books, ditto and stencil masters, and desk calendars.

g. For the rental of films, special exhibits, and other incidental educational aids.

h. Faculty members with more than one vehicle with up to two parking permits per year. Holders of more than one should have no more than one vehicle on campus at one time.

i. Faculty members with quarterly library loan and reserve-shelf privileges.

j. Audio visual equipment such as overhead, slide, and movie projectors; and the staff to deliver and set up such equipment.

k. Any physical examinations required by the University, or by law, in connection with a faculty member's professional obligations.

l. All identification cards the University wants the faculty members to obtain.

m. For the distribution of all checks and personal information in sealed envelopes.

n. Access to a private room for counseling students, by reserving the room through the department head.

o. Canadian nursing registration fees for Michigan nursing faculty, and chauffeur license fees, if required of faculty in the performance of their professional duties.

p. A faculty lounge. Members of the faculty and staff are welcome to use the Anchor Room of the Cisler Center at any time that this room has not been reserved by another group during the regular hours of operation of the Center. Further, the University agrees to make the Anchor Room available for reserved use by the faculty once each week during the academic year, subject to completion of advance arrangements for reservation of the room by the Faculty Association. Reservation shall be made no more than two weeks prior to the date of the proposed use. If the Anchor Room has been previously reserved by another group, the University will seek to provide an alternative room in the Cisler Center. Furnishing of additional facilities or services, in conjunction with the use of the Anchor Room or the alternative, shall be the responsibility of the faculty and/or the Association.

11.6. **Workload Adjustments for Special Assignments and for Coaching**

11.6.1. Faculty members who consent to serve as coordinators of a program or to the development and/or implementation of a new program or to undertaking extra non-teaching academic responsibilities (such as directing student research, conducting research or departmental or University projects, writing grant proposals, assisting in special recruitment activities for prospective students, etc.) or who have 50 or more advisees, may be given extra compensation and/or release time for such additional responsibilities. Both extra compensation and release time will be converted into contract hours as specified in Section 11.6.3.

11.6.2. The amount of extra compensation and/or release time shall require mutual consent of the faculty member and department head, subject to the approval of the Vice President for Academic Affairs, and shall be based on the scope of responsibilities which are beyond those normally expected of a faculty member.

11.6.3. Effective September 1, 1989, each special assignment, per Section 11.6.1., offered to a faculty member, shall be described by a detailed list of duties and responsibilities, special starting and ending dates of the assignment, amount of extra compensation and/or release time associated with the assignment and rationale for this amount in terms of average hours per week of the special assignment. The method for converting extra compensation and/or release time into contract hours will be as follows: An average of four (4) hours per week shall be equal to one (1) contract hour. The special assignment description shall require consent of the faculty member and a copy shall be provided to the Faculty Association within ten (10) university days of the starting date of the assignment.

11.6.4. Faculty members, whose contractual appointments include coaching, intramural, or athletic training responsibilities, shall have their work loads credited with contract hours according to the following table:

	Fall	Winter	Spring
Men's Basketball	6	6	3
Women's Basketball	6	6	3
Volleyball	6	3	3
Hockey	6	6	3

	Fall	Winter	Spring
Hockey Assistant	3	6	3
Intramurals	4	4	4
Wrestling	3	6	3
Athletic Training	6	9	4
Softball	0	0	3
M/W Cross Country	3	0	1
Mens's Tennis	0	1	2
Women's Tennis	2	0	1

Credited hours include contract hours associated with teaching courses in Intercollegiate Sports Skills.

11.6.5. Only two-thirds (2/3) of the contract hours credited by Section 11.6.4. shall be considered teaching hours as referenced in Section 1.2.

11.6.6. Load adjustments and contract hour equivalences for any new coaching obligations not identified above shall be agreed to by the Association and the University using the provisions of Section 3.7.2.

11.7. **OFF-CAMPUS TEACHING ASSIGNMENTS**

11.7.1. **Correctional Facility Teaching**

No faculty member shall be required to teach a supplemental or regularly assigned class at a Correctional Facility without his/her consent. In order to adequately staff and schedule the courses taught at a Correctional Facility the University may have a non-bargaining unit person teach more than six contract hours per term or 18 hours during the academic year without becoming a member of the bargaining unit.

For purposes of staffing and scheduling, a faculty member consenting to teach at a Correctional Facility may be required to make a written commitment to accept supplemental and/or regular assignments there for not more than three terms in advance.

11.7.2. **Regional Center Teaching**

The number of contract hours credited to a faculty member for a course taught at the Alpena Regional Center shall equal 1.30 times the number of contract hours credited for the course taught on campus. At the Petoskey Regional Center the factor shall be 1.20

The University shall provide office space at Regional Centers for faculty use in preparation of classes and advisement of students. For faculty members teaching at Regional Centers the portion of office hours required in Section 11.3.9. may be scheduled at the Regional Center.

Faculty members teaching at Regional Centers will receive reimbursement for appropriate food, lodging, travel and mileage expenses according to University policies for approved travel on University business.

Assigned courses at the Regional Centers shall be rotated on a term basis among qualified faculty members. Volunteers may be accepted at the discretion of the department head.

12. **GRIEVANCE PROCEDURE**

12.1. **Definition of a Grievance**

A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement.

12.2. **Steps in the Grievance Procedure**

The steps in the grievance procedure are as follows:

12.2.1. **First Step:**

A faculty member who has a grievance concerning his or her employment should promptly, and in no event later than ten (10) University days after the grievance may reasonably be known to exist, inform orally his or her department head. On grievances related to payroll items, the grievance must be presented within ten (10) University days after the payday concerned. The department head shall then set a place and time within the next two (2) University days, for an oral presentation of the grievance. If the aggrieved faculty member wishes, the appropriate Faculty Association representative may assist the faculty member in the oral presentation.

If the aggrieved faculty member does not receive a satisfactory resolution of the grievance within two (2) University days after the oral presentation, the grievance may be submitted on the appropriate grievance form available from the Association (see Appendix A) to the appropriate vice president for written decision, provided the submission is made within five (5) University days.

12.2.2. **Second Step:**

Upon receipt of the written grievance, the appropriate vice president shall set, within five (5) University days, a place and time for a second-step grievance hearing. Such hearing shall be scheduled to occur within ten (10) University days of receipt of the written grievance. The aggrieved faculty member may have the assistance of a Faculty Association representative at the hearing. Whether or not the Faculty Association representative assists at the grievance hearing, the Faculty Association shall receive a copy of the written decision.

If the aggrieved faculty member does not receive a satisfactory resolution of the grievance within five (5) University days after the written grievance is received, the written grievance may be submitted to a Review Conference or Step Three.

12.2.3. **Third Step:**

If the aggrieved faculty member is not satisfied with the answer at Step two, he/she shall notify the Employee Relations Office in writing within five (5) University days from the Association's receipt of the written answer and request that a Review Conference be scheduled for the purpose of restating the Faculty Association's and the University's positions and working toward a mutually acceptable solution of the grievance. Such conference shall be scheduled to occur within ten (10) University

days of receipt of the answer at Step Two. Faculty Association participants in this conference shall be limited to the aggrieved faculty member, a Faculty Association representative, and a representative of the MEA-NEA. University participants in this conference shall include at least one University person other than the University representative who answered the grievance at a previous step.

If a grievance which is arbitrable under the fourth level of the grievance procedure cannot be settled within seven (7) University days after the third-level Review Conference, it may be then referred to arbitration.

12.2.4. **Fourth Step: ARBITRATION**

12.2.4.1. If after the third step of the grievance procedure, the grievance is still unsettled, and if it involves a controversy concerning compliance with the express terms of this Agreement, the Faculty Association may, within ten (10) University days after receipt of the written answer from the Review Conference, request arbitration by giving notice, in writing, to the Labor Relations Office. If no such notice is given within the ten (10) University day period, the grievance shall be deemed settled and not subject to arbitration.

12.2.4.2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the University and the Faculty Association within ten (10) University days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of five arbitrators. Both the University and the Association shall have the right to strike two names from the panel. The University shall strike the first name; the Association shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

12.2.4.3. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to the arbitrator consistent with the provisions of this Agreement.

In making his or her decision, the arbitrator cannot modify, detract from, or alter the provisions of the contract, and shall be bound by the principles of law relating to the interpretation of contracts followed by the Michigan courts. The arbitrator is specifically prohibited by this Agreement from hearing any grievance involving the discharge of probationary and temporary faculty members or hearing any grievance concerning the decision not to reappoint or retain a faculty member on a supplemental appointment.

12.2.4.4. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument.

12.2.4.5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the University and the Association. However, a reasonable number of faculty members who are called to testify during an

arbitration hearing during their assigned working hours shall do so without loss of time or pay. In the event that either party desires more than the basic finding of the arbitrator, such as a transcript, the cost shall be borne by the party making the request.

12.2.4.6. Expedited arbitration may be utilized by mutual agreement of both parties.

12.2.5. **Time Limits for Grievances**

If a time limit is not observed by the aggrieved faculty member, the grievance shall be considered settled, except that at any step of the grievance procedure, the aggrieved faculty member and the University's representative, at that step of the grievance procedure, may extend the time limit by mutual agreement in writing. If the University fails to respond to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure.

12.2.6. **Miscellaneous Provisions Concerning Grievances**

12.2.6.1. The Association shall have the right to initiate a grievance on behalf of a faculty member or consolidate the same grievance involving more than one faculty member. A consolidated grievance involving faculty members from more than one department may be initiated at the second step.

12.2.6.2. Any grievance initiated under this Agreement shall be processed in accordance with this grievance procedure until resolution, notwithstanding the expiration of this Agreement.

12.2.6.3. No reprisals of any kind shall be taken against faculty members for participating in a grievance.

12.2.6.4. All documents, communications and records arising from a grievance, except for the decision constituting final disposition, shall be kept separate form the personnel files of participants.

12.2.6.5. If a faculty member has a complaint which he or she wishes to present to the administration, he or she is free to do so informally without recourse to the formal grievance procedure; however, no complaint shall be adjusted contrary to this Agreement.

12.2.6.6. If any faculty member for whom a grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his or her appointment, he or she shall be reinstated with full compensation and advantages. If any faculty member has been improperly deprived of compensation or advantages, the advantages or compensation shall be restored and/or its equivalent in money shall be paid to him/her and his/her record cleansed of any reference to this action; however, nothing in this paragraph shall prevent the arbitrator from exercising his/her judgment in an award.

12.2.6.7. If the University refuses to participate in arbitration of a grievance arising under this Agreement, the arbitration shall proceed on an exparte basis.

13. LAYOFF AND RECALL OF FACULTY MEMBERS

13.1. Whenever it is necessary to decrease the size of the faculty because of proven exigencies, the Board of Control, upon recommendation of the president of the University, may cause the necessary faculty to be placed on layoff. The faculty member(s) involved will receive notification of layoff by December 15 of the year preceding the layoff, if possible.

13.2. Nonrenewal of a probationary faculty member shall not be considered a layoff under this section.

13.3. The following shall be considered in laying off a faculty member: length of service in the University and academic qualifications pursuant to Section 11.2. If faculty members have equal seniority in the University, the faculty member with the superior qualifications shall be retained.

13.4. Full-time nonbargaining unit personnel at the University shall not perform bargaining unit work if qualified faculty members who are on layoff accept the work offered, unless such teaching assignments have been continuous and part of their regularly assigned duties each term. Adjunct shall not be contracted to perform bargaining unit work if qualified faculty members on layoff accept the work offered.

13.5. While for purposes of the Agreement 36 credit hours is considered a full-time load, for the purposes of layoff when a proven exigency exists, 34 hours will be allowed. Also, for purposes of layoff when a proven exigency exists and faculty have been laid off in a specific department, that department head may assign a fourth preparation to faculty members.

13.6. A faculty member placed on layoff is eligible for recall for a period not to exceed three (3) years.

13.7. A faculty member placed on layoff will be reinstated if the faculty member accepts the offer of reinstatement within fourteen (14) calendar days after the offer or reemployment is sent by certified mail to the faculty member's last known address. It shall be the faculty member's responsibility to ensure that the University personnel office records reflect the faculty member's current address.

13.8. In the event a recall offer is accepted, such reemployment shall not result in a loss of status or credit for previous years of service, and the faculty member, upon commencement of active employment, shall receive all previous benefits and status as held on the date of layoff.

14. **CURRICULUM DEVELOPMENT**

14.1. All Curriculum proposals shall originate with the appropriate department, unless the courses or curriculum under consideration are new to the University and, therefore, not appropriately within the jurisdiction of an existing department. In this circumstance, the initiation of such a new course(s) shall be within the jurisdiction of the vice president for academic affairs; initiation of new curricula shall be similarly within his or her jurisdiction. The General Education curriculum shall be within the jurisdiction of the Academic Affairs Council, which is composed of the vice president for academic affairs, the academic department heads, the director of the library, and such other officers of the University as may be appointed to that council from time to time.

14.2. A course or program proposal, revision, or modification may be proposed by any faculty member on the appropriate form furnished to the academic departments. Such a proposal, revision, or modification shall be prepared and circulated among the faculty members within the department. The department head shall receive a copy, and upon receipt, shall place the proposal on the agenda for a departmental meeting. The proposal shall be discussed by the faculty at said meeting, and a recorded vote taken on adoption of the proposal.

14.3. The proposal shall then go to the department head for his or her review; if he or she concurs with the department's recommendation, the proposal shall be forwarded to the Curriculum Committee.

14.4. In the case of new courses or a new curriculum, not within the jurisdiction of an existing department, the vice president shall forward the proposal to the Curriculum Committee. Changes in the General Education curriculum proposed by the Academic Affairs Council shall be forwarded to the Curriculum Committee. The Curriculum Committee shall recommend approval, modification, or rejection of all curriculum related proposals submitted to the committee.

14.5. All recommendations adopted by the Curriculum Committee shall be forwarded to the administration by the vice president for academic affairs within 30 days of the receipt of the proposal by the committee.

14.6. **Curriculum Committee**

14.6.1. The Curriculum Committee shall be composed of eight faculty members selected from the academic departments so that each department has at least one representative; four students to be chosen by the Student Senate); two department heads appointed by the Vice President for Academic Affairs; and the Vice President for Academic Affairs who shall chair the committee.

14.6.2. The faculty representatives shall be elected by the faculty, and student representatives selected by the Student Senate, by October 1 each year. Faculty representatives shall serve staggered two-year terms, with four terms expiring each year. Departments are responsible for filling vacancies occurring during the year within ten University days.

14.6.3. The Vice President for Academic Affairs shall call the first meeting of the committee by October 10th each year. The first item of business at this initial meeting shall be the establishment of the committee's rules and procedures. The Curriculum Committee shall establish any standing and ad hoc subcommittees that are deemed necessary. Membership of subcommittees shall be determined by the Curriculum Committee. The sessions of the Curriculum Committee shall be open.

14.6.4. The Curriculum Committee shall establish a regular pattern of meetings and this schedule with agendas shall be made public. The Curriculum Committee shall, in cooperation with the University, establish the procedures and forms for submission of curriculum-related proposals.

14.6.5. The above procedures shall be established within 30 University days after the initial establishment of the Curriculum Committee.

14.6.6. Where there is a difference of opinion between the administration and the department or Curriculum Committee concerning curriculum proposals, revisions, deletions or modifications, the matter will be presented to the Board of Control for a final decision.

Prior to the Board of Control meeting, a written report of the dissenting opinion shall be included in the mailed agenda. A spokesperson for the dissenting position will be allowed to actively participate in the discussion when the item is considered by the Board of Control.

15. LEAVES OF ABSENCE AND PROFESSIONAL DEVELOPMENT

15.1. Leaves of Absence Without Pay

A policy permitting leaves of absence without pay may under certain circumstances be beneficial to both the individual and the University. Examples of reasons for such leaves are professional development, political activities, extended military service, and extended child birth leave. These examples are not intended to encompass all the possible reasons for a leave of absence without pay. However, such leave shall not exceed one (1) calendar year.

15.1.1. Application

The faculty member shall make his or her request for leave without pay to his or her department head, stating the reason for the leave, the period of absence, and the expected date of return. When possible, this application should be made by January 15 of the academic year preceding the academic year in which the leave is to occur.

15.1.2. Approval

The department head shall make his or her recommendation to approve or deny the request for leave without pay to the appropriate vice president. If the vice president overrules the recommendation of the department head, he or she shall make his or her reasons known in writing to the department head and the faculty member. The leave of absence request may be withdrawn in writing by the applicant, without prejudice, if done before a replacement has been appointed.

15.1.3. Length of Leave

The period of the leave shall not exceed twelve months. The beginning and ending dates of a leave will normally coincide with the beginning and ending dates of academic quarters. Leaves of absence without pay may be extended upon approval by the department head, the appropriate vice president, president, and the Board of Control.

15.1.4. If, in the event of extenuating circumstances beyond his or her control, a faculty member on leave wishes to return to the University before the expiration date of the leave, he or she must submit a written request to his or her department head. In such cases, the University shall make reasonable efforts to return the faculty member to the payroll.

15.1.5. Upon expiration of the leave of absence without pay, the faculty member shall be reinstated in his or her former position with at least his or her former rank and at least the salary he/she would have received had the leave not been taken.

15.1.6. **Deduction for Leave of Absence Without Pay**

Deductions for approved days of absence without pay shall be calculated for faculty members on academic year appointments on the uniform basis of one-hundred-seventy (170) working days = one-thousand-three-hundred-sixty (1,360) working hours, eight (8) hours per day.

The number of work days (170) indicated is for the purpose of convenience in payroll accounting only.

The deduction for leave of absence without pay shall be made on a half-day basis, with one-half days's pay deducted when a faculty member misses part of his/her professional obligation, and deduction of a full day's pay when the entire professional obligation is missed.

For leave of absence without pay of more than one day's duration, intervening days shall be counted as full work days if classes are in session, including the final examination period, even when the faculty member has no professional obligations scheduled for that particular day.

15.2. **Leaves of Absence With Pay**

15.2.1. **Vacations**

Full-time faculty members on annual appointment accrue sixteen (16) hours of vacation per month. Unused vacation time shall not be accumulated beyond thirty-six (36) days or two hundred eighty-eight (288) hours. Faculty members on academic-year appointment do not accrue vacation, but have the normal days off associated with the academic calendar.

15.2.2. **Sick Leave**

15.2.2.1. **Absences Chargable to Sick Leave**

Absences chargeable to sick leave are those due to personal illness, injury or other disability of the faculty member, including pregnancy and childbirth; and time needed for appointments with doctors, dentists, or other health-care practitioners.

Absences required by the confining illness or injury to members of the immediate family, who in this instance shall include the following: spouse, children, parents, or parents-in-law; absences to be limited to five (5) days per incident.

Absences required by the illness or injury to other members of the immediate or extended family, who in this instance shall include dependents, grandparents, brothers and sisters; absences to be limited to four (4) days per incident.

15.2.2.2. **Accrual of Sick Leave**

Full-time faculty members on annual appointment accrue four (4) hours per pay period. Full-time faculty members on academic year appointment accrue eighty (80) hours during any twelve (12) month period. Regular part-time faculty members shall accrue hours on a prorated basis.

Faculty members accrue sick leave during any paid absence. Faculty members returning from any leave of absence without pay shall have previously unused sick leave accumulation credited to their sick leave account.

Maximum accrual is twelve hundred (1200) hours.

15.2.2.3. **Donation of Sick Leave**

The Association may request individual faculty members to donate accrued sick leave days to provide a faculty member with additional sick days when he or she has exhausted his or her accumulated sick leave. This donated accrued sick leave can only be utilized to qualify the faculty member for long-term disability benefits or to recover from a long-term illness. Faculty members who use this donated sick leave are limited to a maximum of 120 work days, combined donated and own, for any one health problem.

15.2.3. **Funeral Leave**

a. If a death occurs among the members of an employee's immediate family or household, the employee shall be granted up to five (5) days leave with pay. The immediate family is defined as spouse, son, daughter, brother, sister, the father or mother or foster parent, step-children, grandparents or grandchildren, of either employee or spouse, or a person having lived in the employee's household for one calendar year or more before death.

b. If a death occurs among other relatives of an employee, the employee shall be granted up to three (3) days leave with pay chargeable to sick leave, if required.

c. Additional leave may be granted in special cases, subject to approval of the University, such additional leave to be charged to personal days, accrued vacation, or taken as leave without pay.

d. Permission may be granted to a reasonable number of employees in a unit who want to attend the funeral or serve as pallbearers of a fellow employee or former employee without loss of pay.

15.2.4. **Coverage of Sick Leave and Funeral Leave**

While it is the responsibility of faculty members to meet all of their professional duties, if it becomes necessary to use sick leave or funeral leave, it is the appropriate department head's responsibility, upon notification, to arrange to cover a faculty member's duties and to provide whatever further notification the University may require.

15.2.5. **Jury Duty and Witness Service**

Faculty members who lose time from work during their normal schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at their hourly rate. Jury duty and witness fees, excluding any travel allowance paid by the court, shall be offset against such pay. Faculty members shall furnish the Office of Employee Relations a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day. A faculty member temporarily excused from attendance at court shall report for his or her regular responsibilities at the University during the excused period. Faculty members are not in travel status while on leave for jury duty or witness service. Therefore, they may not use a state car and are noteligible for travel reimbursement from the University. If a faculty member's absence would impair departmental operations, the department head may petition the court to excuse the faculty member from jury duty.

15.2.6. **Pregnancy and Childbirth Leave**

The sick leave and leave without pay provisions of this Agreement apply to absences due to pregnancy and childbirth the same as to any other temporary disability. The duration of the temporary disability is determined by the attending physician. The faculty member should notify her department head of her intention to seek leave at least 90 days prior to the expected date of the anticipated starting date of the leave. The period prior to or following the conclusion of the temporary disability is covered by the leave without pay provision of this Agreement. Leave without pay may be granted for child care purposes. The leave for temporary disability due to pregnancy or childbirth shall be chargeable to either sick leave or leave without pay at the discretion of the faculty member involved.

15.2.7. **Temporary, Emergency and Regular Military Leave**

The Association agrees that for the duration of this Agreement, the Association waives without reservation or qualification the right to negotiate any condition of employment regarding temporary, emergency or regular military leaves. Policies adopted by the University shall govern all military leave.

15.2.8. **Personal Leave Days**

Faculty members employed on an academic year shall be granted up to two (2) personal leave days per academic year. Approval of the department head will be based on satisfactory coverage of professional responsibilities. Personal Leave days are noncumulative.

15.3. **Professional Development Funds**

15.3.1. The University will provide each department a sum equal to $400 per full-time faculty member for professional development for the academic years 1988-89, $400 for the academic year 1989-90, and $400 for the academic year 1990-91. Professional development funds shall be allocated on a pro-rated basis for regular part-time faculty members.

15.3.2. The professional development allocation may be used to permit the individual faculty member to recommend certain purchases from his/her allocation. Examples of such purchases, which shall be related to the faculty member's professional development or teaching objectives, are books, developmental materials, and journal subscriptions, and attendance at workshops and conferences. Any purchases from such allocation shall be available to colleagues and students. Expenditure recommendations by each faculty member will be given to the department head for his/her concurrence, and denial shall not be subject to the grievance procedure if the requested purchase is a duplication of material already available in the University library, or departmental holdings.

15.3.3. Materials and items purchased through Professional Development Funds shall be considered as University property and the ownership of the University, and shall be turned over to the department head upon departure of the faculty member.

15.3.4. By written agreement between or among faculty of an individual department, and with the concurrence of the department head, a faculty member may allocate a portion or all of his/her professional development money for use by a departmental colleague.

15.3.5. A faculty member's professional development fund shall carry over from academic year to academic year, but not to exceed $2,000. Fund balances in excess of $2,000. in an individual's account shall revert to the departmental fund for faculty development.

15.4. **Sabbatical Leaves**

For each of the 1989-90, 1990-91 and 1991-92 academic years, the University shall grant a total of up to six terms of leave at full pay.

A faculty member is eligible for a Sabbatical Leave after five (5) academic years of employment as a faculty member at the University, so long as he/she has not had a Sabbatical Leave within the previous five (5) years.

In the event the Sabbatical Leave Committee determines, for a given year, that applications are not of sufficient merit to award all six terms of leave, as herein provided, the unawarded terms will be carried over to the next year. If the terms carried over are not awarded the following year, in September of the third academic year, for each unawarded term, an amount equal to .33 times the average Instructor salary for that year shall be allotted to returning faculty for professional development, on an equal or prorated basis depending on appointment; however, in no event shall this allocation cause an individual faculty member's professional development account to exceed $2,000.

Faculty members accepting a Sabbatical Leave shall be required to agree to return to the University for one full academic year immediately following such leave, or repay the University for the compensation received during the Sabbatical Leave. Recipients of Sabbatical Leave shall be required, during the first term of their return, to submit a written report outlining their experiences and achievements in keeping with the purposes for which the leave was granted.

16. **FRINGE BENEFITS**

16.1. **Health, Dental, Life and Vision Care Insurances**

16.1.1. **Health Insurance**

Within group operating procedures prescribed by the Michigan Hospital Service and the Michigan Medical Service with respect to eligibility, enrollment, notices of contract change, reporting of subscriber information, and similar matters, each full-time faculty member shall be eligible for the following health insurance coverage: comprehensive hospital, semi-private MVF-1, D-45NM, F, FC, SD riders, prescription drug rider with $2.00 co-pay, FAE-RC and ML riders, master medical option two, and Pre-certification rider. This coverage is available for full-time faculty members, their spouses, and eligible dependents.

16.1.2. **Dental Insurance**

Each full-time faculty member and his or her spouse and single children dependents, as defined by the United States Internal Revenue Service, shall be eligible for a dental plan defined as follows:

The dental plan pays reasonable charges for covered expenses with NO deductible for any Class.

COINSURANCE

CLASS I: Diagnostic services, preventive services, and palliative treatment are covered at 70 percent of reasonable charges.

CLASS II: Restorative, endodontic and periodontic services; oral surgery; repairs; adjustments and relining of dentures and bridges; and adjunctive general services are covered at 70 percent of reasonable charges.

CLASS III: Construction and replacement of dentures and bridges are covered at 70 percent of reasonable charges.

ANNUAL MAXIMUM

Each member is entitled to maximum benefits of $1,000.00 every contract year.

16.1.3. **Life Insurance**

The University shall provide, at no cost to each faculty member, a group term life insurance policy in the face amount of $30,000.00. In the event of accidental death, the insurance will pay double the specified amount. The life insurance policy will be made available to faculty members, subject to the rules and regulations of the underwriter.

16.1.4. **Vision Care Insurance**

The Program covers visual testing examinations, lenses and frames once in every 12 consecutive months.

The Program pays for the following vision care tests and supplies when obtained from a participating provider, after the member has paid the provider the required "co-payment amount". Co-payments are limited to a total of $12.50 per member in 12 consecutive months.

In vision testing examinations the co-payment is $5.00 for an examination. The Program covers visual testing by an Optometrist or Ophthalmologist - including history, testing visual acuity (sharpness of vision), internal and external examination of the eyes, tonometry (testing for glaucoma) when necessary plus prescriptions for glasses. It also covers an additional examination by an Ophthalmologist with respect to a vision problem when recommended by an Optometrist and the additional examination takes place within 60 days of the original examination by the Optometrist.

Co-payment is $7.50 for lenses and frames. Regular Lenses - the Program covers prescribed glasses made of glass or plastic. Certain tinted lenses are covered when they are prescribed for medical reasons. Contact Lenses - The Program covers glass or plastic contact lenses if the patient's vision cannot be corrected to at least 20/70 in the better eye by other lenses or when medically necessary for certain specified medical conditions. If contact lenses are selected but are not necessary for the above reasons, the Program will cover up to a maximum of $35.00. Frames - The Program covers plastic, metal or wire eyeglass frames which are adequate to hold the prescribed lenses. The Programs pays up to $14.75, less the co-payment amount.

For covered services and supplies from a non-participating provider, the Program will pay 75% of the provider's reasonable charge for vision examinations, less the $5.00 co-payment amount and will pay for lenses, frames and dispensing fees on a pre-determined set fee level. The patient pays the provider any other charges.

16.2. **Part-time Faculty Insurance Benefits**

The College subsidy for health, life, dental and vision care insurance benefits shall be provided to part-time faculty members on a prorated basis.

16.3. **Long Term Disability**

The University shall provide to faculty members a long-term disability insurance program, subject to the rules and regulations of the insurance underwriter. Coverage will start after six months of disability, providing benefits at the rate of 66 2/3 percent of the faculty member's monthly salary at the date of disability, up to a maximum monthly benefit of $2,500.00, and shall continue until death, age 65, or recovery. This long-term disability program shall provide for maternity benefits and Social Security freeze.

16.4. **Retirement**

16.4.1. The mandatory date of retirement shall be the June 30 following the faculty member's 70th birthday. In special cases the Board of Control may, on the recommendation of the president and with the faculty member's consent, extend employment beyond the mandatory retirement date for periods of not more than one year, for the convenience and necessity of the University.

16.4.2. Each faculty member shall have the choice of one of the following retirement plans: Michigan Public School Employees' Retirement System (MPSERS), or Teachers' Insurance Annuity Association College Retirement Equities Fund (TIAA-CREF).

16.4.3. Contributions by the University for faculty members in the Michigan Public Schools Employees' Retirement System are determined annually by the State of Michigan. The University's contribution for each faculty member enrolled in TIAA-CREF shall be equal to twelve percent (12%) of the faculty member's gross annual earnings at the College.

16.4.4. If the University offers any retirement incentives to the Administrative/Professional employees during the life of this Agreement, through August 31, 1991, it will offer the same incentives in the same manner and to the same extent to members of the Faculty Association.

16.5. **Payment of Sick Leave Benefits Upon Retirement**

16.5.1. Faculty members who have completed ten (10) consecutive years of full-of full-time service or equivalent part-time service at the University at the time of their retirement and entitlement to full or reduced retirement benefits under the MPSERS, including MIP provisions, or TIAA-CREF retirement plans, are entitled to receive payment for accumulated unused sick leave up to a maximum of eight hundred (800) hours or one hundred (100) working days. Payment shall be computed at the faculty member's true hourly rate, at the time the event set forth in this section occurs, times the number of hours of unused accrued sick leave time up to a maximum of eight hundred (800) hours or one hundred (100) working days. (The true hourly rate shall be determined by dividing the annual salary by 1600 hours for faculty members on an academic year appointment, or 2088 hours for faculty members on an annual appointment). TIAA-CREF participants must meet the same requirements as though they were under the MSPERS retirement System.

16.5.3. Faculty members newly hired for the academic year of 1987-88 or thereafter, shall not be entitled to any future payment of sick leave benefits at retirement.

16.6. **Workers' Compensation**

In the event a faculty member is disabled through illness or injury covered by Workers' Compensation, accumulated sick leave shall be used on a pro-rata basis to insure that the faculty member shall be entitled to full pay as long as accumulated sick leave is available. While accumulated sick leave is part of the faculty member's compensation, the University will continue all paid insurance programs, subject to the rules and regulations of the insurance underwriters.

16.7. **Continuation or Termination of Insurance Benefits**

Insurance benefits shall not extend beyond the effective date of resignation, termination, or the commencement of a Leave of Absence without pay of any faculty member, whichever occurs first, unless otherwise herein provided.

The insurance herein described, shall be continued during any leave, or portion thereof, for which the Employee is on the payroll. If the Employee is receiving less than full pay for any leave or portion thereof, the coverage will be continued during such period upon a pro rata basis with employees payment being made in the same manner as employees on unpaid leave. Faculty members who are on an unpaid leave shall have the option to continue at the group rate at their own expense for a period of eighteen (18) months or until they return to work. Premium payments are payable by making payments of the monthly premium prior to the 20th of each prior month.

Full-time academic year faculty members who are laid off or dismissed at the end of an academic year, or whose resignation is effective at the end of an academic year, or who are going on leave without pay the following academic year shall have all insurance premiums, with the exception of Long Term Disability, paid through August 31st of that year.

Surviving spouses and/or dependent children of faculty members and laid-off or dismissed faculty shall have access to the COBRA provisions of Federal Law.

16.8. **Insurance Information**

The University shall provide insurance information, including applications and claim materials.

16.9. **Tuition Reimbursement**

Dependents of faculty members, meeting the IRS definition of dependency, shall be reimbursed 50% of their tuition costs, upon successful completion of courses carrying University credit applicable towards a baccalaureate degree. Faculty members, and their dependents who have already completed a baccalaureate degree, may take one undergraduate course carrying University credit per term at the University, provided they have registered for the course. Faculty members will receive a 100 percent refund and dependents will receive a 50 percent refund of their tuition fees upon successful completion of the course with a passing grade and filing of an application for refund.

16.10. **Bookstore Discount**

Faculty members shall be allowed to purchase items other than sale items and cigarettes at the University Bookstore, for their personal use, at a fifteen (15) percent discount.

16.11. **Admission to University Events**

16.11.1 Faculty members shall be admitted without charge to University-sponsored events where the proceeds of such events accrue to the University. The free admission shall not extend to events where the proceeds accrue to a recognized student organization or events relating to fund-raising, social, or recognition activities of the University.

16.11.2. Spouses and dependent children of faculty members shall be admitted to athletic events at one-half the regular ticket price.

16.11.3. A season hockey ticket, for a designated seating area, shall be made available to all faculty members. However, the free ticket and reserved tickets for a spouse and/or dependent children must be picked up Monday through Wednesday prior to the game weekend.

Tickets for individual hockey games or series may be picked up at the Norris Center Monday through Wednesday prior to the game weekend.

16.11.4. On game nights, based on availability, faculty members who do not hold season tickets or who have not picked up a reserve ticket, shall for the general admission area, be admitted without charge and spouses and dependent children at one-half the regular ticket price.

16.11.5. Faculty members shall present their University-issued identification card for admission to University events. An identification card is non-transferable and may only be used by the person to whom it was issued.

16.12. **Payroll Deduction**

The University shall provide the opportunity for payroll deduction at no cost for the same purposes which were allowed prior to the effective date of this Agreement.

16.13. **Status of Fringe Benefits Upon Termination of Employment**

Faculty members whose employment at the University is terminating, should contact the Office of Employee Relations concerning the status of the benefits listed in Section 16 (the length of coverage of the various insurance policies, and the availability of conversion or continuation options under the various insurance policies then in effect).

17. **PROFESSIONAL COMPENSATION**

17.1. **Definition of Base Salary**

A faculty member's base salary shall be defined as "compensation for teaching load obligations" as defined in this Agreement. The base salary shall not include additional stipends for activities not directly related to faculty duties. The base salary shall include all other salary increases applied to the previous years' base salary.

17.2. **Base Salary Adjustments for Promotion and Educational Level Advances**

17.2.1. Promotions effective September 1, 1988 shall result in a base rate increase of $1,100. For promotions commencing September 1, 1989, the faculty members shall receive the following adjustment to his/her salary:

Instructor to Assistant Professor	$1,000.
Assist. Professor to Assoc. Professor	$1,200.
Assoc. Professor to Professor	$1,500.

17.2.2. Each faculty member advancing from one of the educational levels specified below to the next higher level at any time during the life of this Agreement shall receive a salary adjustment of $1,000.00 to the faculty member's base salary.

The educational levels recorded in documentation are as follows:

A. Bachelor's degree
B. Master's degree
C. Master's degree plus 45 graduate quarter hours or equivalent
D. Doctor's degree

All course work applied toward a specific educational level must be verified by an official transcript and be appropriate to the position held.

17.2.2.1. For faculty members who have received educational attainment increments for levels attained under the 1983-86 Agreement, the total monetary adjustments shall be equal to the amounts specified in Section 17.2.2. for movement from Bachelors to Masters levels and from Masters to Doctoral levels.

17.2.3. Base salary adjustments specified by Sections 17.2.1. and 17.2.2. shall be applied prior to yearly adjustments of Section 17.3.

17.2.4. Effective September 1, 1988, the base salary of returning full-time faculty members shall be at or above the following minimums for respective rank: Instructor - $20,000.; Assistant Professor - $25,000.; Associate Professor $30,000.; and Professor $35000. Regular part-time faculty shall have prorated minimums.

These minimums apply after adjustments for promotion and educational level advancement, if appropriate, and after the yearly adjustment specified in Section 17.3

All probationary faculty members appointed after September 1, 1988, shall have initial salary at or above the minima. Temporary faculty members may be appointed with salaries below the minima.

17.3. **Yearly Adjustment to Base Salaries During This Agreement**

17.3.1. Faculty members who were employed during the 1987-88 academic year and who are returning to the faculty shall have their base salaries raised by seven percent (7%) for the 1988-89 academic year, retroactive to September 1, 1988.

17.3.2. Faculty members who were employed during the 1988-89 academic year and are returning to the faculty shall have their base salaries raised by six percent (6%), effective September 1, 1989.

17.3.3. Faculty members who were employed during the 1989-90 academic year and who are returning to the faculty shall have their base salaries raised by six percent (6%), effective September 1, 1990.

17.3.4. **Equity Adjustments**

17.3.4.1. Within thirty days after the approval of this Agreement by the Board of Control, an Equity Adjustment Committee shall be formed with three faculty members selected by the Faculty Association and three persons appointed by the University. This committee shall be charged with the task of developing a plan for allotting $30,000. to the adjustment of faculty base salaries during each of the two (2) academic years 1989-90 and 1990-91. The goals of such plan being: (a) to develop a formula which will weigh such factors as rank, educational attainment, years of relevant experience, national average of salaries by discipline, etc. in the computation of a faculty member's salary, and (b) using the formula, specify base salary adjustments necessary to produce a more equitable salary distribution.

The Committee's plan must have approval by a majority of the Equity Adjustment Committee before it can become effective.

Adjustments to the base salaries of faculty members shall be made on the payroll period closest to the mid-point of the academic year.

Should a plan for 1989-90 not be approved by December 15, 1989, the $30,000. shall be allocated on a percentage basis to the base salary of all faculty members, effective the pay period closest to the mid-point of the academic year, 1989-90. Should a plan for 1990-91 not be approved by December 15, 1990, the $30,000. shall be allocated on a percentage basis to the base salary of all faculty members, effective the pay period closest to the mid-point of the academic year, 1990-91.

17.4. **Annual Academic Salaries**

The annual salary for a twelve-month appointment shall be the academic year salary multiplied by 11/9.

17.5. **Salary for Faculty Members Returning From Leaves**

A faculty member returning from an approved leave of absence with or without pay shall receive a salary at least equal to the minimum salary he/she would have been entitled to had he/she remained on the LSSU campus, in the performance of his/her normal duties as a member of the faculty, for the period of the leave. The salary is to be computed from the faculty member's base salary for the last academic year before the leave, applying appropriate equity, and across-the-board increments for the intervening years in sequence, in the same manner as these increments were applied for on-campus faculty members. If the faculty member's absence from campus results in, or coincides with, a promotion in rank or change in his/her educational level factor, the appropriate increments for these changes shall be applied after the other adjustments have been made.

17.6. **Compensation for Special Assignments**

17.6.1. Faculty members may receive extra compensation and/or release time for responsibilities associated with special assignments permitted under Section 11.6.1. to the extent that such responsibilities are an addition to their regular duties as members of the faculty. The amount of extra compensation and/or release time will be as provided in Section 11.6.3. The extra compensation portion will be at the current supplemental contract hour rate and requires mutual consent of the faculty member and department head with the approval of the Vice President for Academic Affairs.

17.6.2. Compensation for special assignments shall not become part of a faculty member's base salary.

17.6.3. The University will provide the Association by September 30th of each year, a complete list of all faculty members who will have special assignments, under provisions of Section 11.6., during the academic year. The University will notify the Association within ten (10) University days of any additions and/or deletions made to this list during the year.

17.7. **Other Compensation**

17.7.1. **Compensation for Supplemental Appointments**

Faculty members shall be paid at the rate of $350 per contract hour for their supplemental appointments during the academic year.

Faculty members shall be compensated for supplemental appointments during the summer term at the rate of .015 times the faculty members yearly base salary times the contract hours for the assignment.

17.7.2. **Travel Expense Compensation**

Faculty members performing any teaching, counseling or library tasks off-campus shall be provided the use of a University vehicle if such transportation is available. Those providing their own transportation shall be reimbursed at the current rate authorized by the State of Michigan.

If a faculty member is required to be absent from campus overnight or during meals, he or she shall be provided with lodging and/or meals at the current University rate.

17.7.3. **Compensation for Travel Time**

Faculty teaching courses which require them to travel more than 25 miles one way from the campus to the place at which the task is performed shall be provided compensation at the rate of 15 cents for each mile round trip from campus to teaching location. This compensation is in addition to automobile mileage reimbursement. This compensation does not apply to courses taught at the Alpena and Petoskey Regional Centers.

17.8. **Overload Compensation**

17.8.1. **Contract Hour Overloads**

17.8.1.1. Any load in excess of 36 contract hours per academic year shall be compensated at the rate specified Section 17.7.1. Contact hour overloads which extend over only a fraction of a term shall be converted to full-term equivalent contract hours. Payment for contract hour overloads may be waived only at the faculty member's request, which shall be made in writing with a copy of the request going to the association.

17.8.1.2. Faculty members who have been awarded leave under Section 15 will be compensated for overloads as follows:

a. Full-time faculty members who have been awarded three terms of approved leave will have all contract hours compensated for at the rate specified in Section 17.7.1.

b. Full-time faculty members who have been awarded two terms of approved leave will be compensated for any hours in excess of 12.

c. Full-time faculty members who have been awarded one term of approved leave will be compensated for any hours in excess of 24.

d. Full-time faculty members who have not been awarded approved leave will be compensated for any hours in excess of 36.

17.8.1.3. Payment for all contract hour overloads will be made the third pay period of the term in which the overload occurs.

17.8.1.4. A contract hour load assumed by a faculty member who is substituting for an absent faculty member shall be reported to the College and the Association by the appropriate department head.

17.8.1.5. No faculty member can be required to teach a contract hour overload.

17.8.2. **Student Credit Hour Overloads**

If at the end of the second week of spring term a faculty member has taught courses totaling more than 1,750 student credit hours for the year (including contract hour overloads generating student credit hours), as part of that faculty member's assigned teaching load, the faculty member shall receive overload compensation of $350; if more than 2,250 student credit hours, the faculty member shall receive overload compensation of $450. Payment for all student credit hour overloads shall be made on the third payday of the spring term. Student credit hours are determined on the basis of student enrollment at the end of the second week of each term.

17.8.3. **Base Salary and Overloads**

Payments for contract hour overloads and student credit hour overloads shall not become part of a faculty member's base salary.

17.9. **Compensation Data**

At the beginning of each academic year, the University shall provide each faculty member with the following compensation data:

a. Total salary.

b. Any special salary adjustment under Section 17.2.

c. Any other special compensation.

17.10. For payroll purposes only, the number of working days (170) will commence the first day of student registration in the fall term.

17.11. During the term of this Agreement, the faculty member with the consent of the Association may waive part of the compensation provided in 17.7.1. and 18.8.1. to permit the faculty member to teach, voluntarily, such a course which has fewer than ten (10) students at the outset. In the foregoing, the faculty member will be compensated in accordance with the following formula:

$$\frac{\text{Supplemental compensation rate} \times \text{credit hour} \times \text{enrollment}}{10}$$

18. **NEGOTIATIONS PROCEDURE**

If either party desires to modify or change this agreement, it shall by March 1, prior to the termination date of this Agreement or any subsequent termination date, give notice to the other party.

Notice shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Association to the Recorder and Information Officer, Lake Superior State University Faculty Association, Lake Superior State University, Sault Ste. Marie, Michigan and if to the University, addressed to the Office of Employee and Labor Relations, Lake Superior State University, Sault Ste. Marie, Michigan, or to any such address as the Association or the University may make available to each other.

19. **NO STRIKE CLAUSE**

The Association and University recognize that strikes and other forms of work stoppages by faculty members are contrary to law, as defined by Act 336 as amended (M.S.A.). The Association and the University subscribe to the principle that differences shall be resolved by peaceful and appropriate means. The Association, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike during the life of this Agreement. Refusal on the part of any faculty member to comply with the provisions of this section may be cause for disciplinary action.

20. **DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect through August 31, 1991. This Agreement may not be terminated unilaterally by either party, and all rights, privileges, and obligations thereto shall remain in effect until expiration.

Date Signed: MAY 26 1989

LAKE SUPERIOR STATE UNIVERSITY

H. Erik Shaar, President

Terrence A. Sweeney, Secretary to Board of Control

LAKE SUPERIOR STATE UNIVERSITY FACULTY ASSOCIATION M.E.A./N.E.A.

Leslie A. Dobbertin, President

Sandra Walker, MEA-NEA

Negotiating Team:

Thomas Bugbee, Manager of Labor Relations

Fredrick A. Michels

Jessica Stanaway

Gary L. Thesing

Negotiating Team:

Daniel T. Dorrity

Richard S. Furr

Galen H. Harrison

Robert M. Money

GRIEVANCE REPORT FORM

LAKE SUPERIOR STATE UNIVERSITY

Grievance # _____

Name of Grievant | Department | Building | Date Filed

_____

STEP I

Preparation for Submission of Written Grievance

A. Has this grievance been discussed orally with the appropriate department head?

Yes _____ No _____

B. 1. Date cause of grievance occurred _____

2. Discovery date of grievance _____

C. 1. Statement of grievance(s) _____

_____

_____

_____

2. Section of express term(s) of the Agreement allegedly violated _____

_____

_____

3. Remedy sought _____

_____

_____

D. Date presented to department head _____

Disposition by department head _____

_____

_____

_____

Signature of department head Date

E. Date received by grievant and/or Association _____

Position of grievant and/or Association _____

_____

_____

_____

Signature Date

(If additional space is needed in reporting C 1 & 2 of Step 1, attach an additional sheet.)

STEP II

A. Date received by vice president _____

B. Disposition by vice president _____

_____

_____

_____
Signature Date

C. Date received by grievant and/or Association _____

D. Position of grievant and/or Association _____

_____

_____
Signature Date

STEP III

A. Date received by Labor Relations Office _____

B. Disposition by Review Conference _____

_____

Date received by grievant and/or Association _____

Position of grievant and/or Association _____

_____

_____
Signature of Review Board Chairperson Date

STEP IV

A. Date submitted to arbitration _____

B. Disposition and award of arbitrator _____

_____

_____

_____

_____
Signature of Arbitrator Date of Decision

NOTE: All provisions of Section 12 of the Agreement dated September 1, 1988 will be strictly observed in the settlement of the grievances.

FACULTY EVALUATION FORM

Instructions to Department Head

Complete an evaluation form for each faculty member within your department according to intervals stated in section 8.12.

The responsibilities of the department head in completing the evaluation form include the following:

1) Complete the form, based upon available information. This information may be obtained with the aid of the faculty member.
2) Discuss the completed evaluation with the individual faculty member.
3) Submit the evaluation form to the appropriate vice president, with a copy to the concerned faculty member.

The following information must be provided for each item in Section III of this form:

Weight:

This information should represent your informed judgment of the portion of the faculty member's total professional effort that is covered by any particular item. The percentages you indicate should total 100 percent and the following weights are recommended: instructional performance, 70-100 percent; professional development, 0-20 percent; University and departmental service, 0-10 percent. Written explanation for any deviation from these recommendations must be included.

Evaluation:

Rate the faculty member's performance satisfactory (S) or unsatisfactory (U). If the item does not apply, or if you believe you have an inadequate basis for judgment, so state in writing.

Comments:

Provide supportive narrative explaining, defending, or qualifying your evaluation.

Documentation:

Indicate the means used in arriving at the evaluation as stated in Section 8 of the Agreement.

At the conclusion of the four general criteria, summarize the overall evaluation as satisfactory or unsatisfactory, together with any comments in support or explanation of the evaluation. Based upon this evaluation, recommend, in the space provided on the front page, one or more of the following actions: a) continuation at present rank; b) promotion to next rank; c) granting of tenure; d) renewal of the probationary appointment; e) dismissal.

Instructions to Faculty Member

The faculty member shall prepare a narrative to provide information to the department head for purposes of the evaluation. The faculty member shall consider the categories listed in Section III of the evaluation form in preparing the narrative.

INSTRUCTIONAL PERFORMANCE

Criteria for Evaluation

A. Performance in classroom

1. Use of course objectives

   a. Appropriateness of objectives
   b. Major objectives clearly stated to students
   c. Relationship of class assignments to objectives
   d. Achievement of objectives

2. Use of class time

   a. Mastery of course content
   b. Planning and organizing of class presentations
   c. Course material clearly explained
   d. Ability to maintain student interest
   e. Students stimulated toward critical thinking and analysis
   f. Relevant student involvement in class encouraged
   g. Tolerance of differing student viewpoints
   h. Students encouraged to seek needed help

3. Revises courses to incorporate new research and ideas

4. Use of testing and grading

   a. Appropriate frequency, length and level of difficulty of tests
   b. Fairness
   c. Impartiality

B. Out-of-class advising

1. Encourages student responsibility

2. Is understanding and helpful to students

3. Advises in terms of alternatives

4. Keeps up-to-date with regulations and course offerings

5. Keeps office hours and appointments

6. Maintains accurate files on advisees

7. Sponsors or helps with student groups/organizations; effectiveness with these

PROFESSIONAL DEVELOPMENT

Criteria for Evaluation

A. Professional organizations

1. Memberships
2. Attendance
3. Offices held
4. Papers presented
5. Other related activities

B. Professional activities

1. Papers
2. Books
3. Research
4. Consulting
5. Speaking engagements
6. Recognition and awards
7. Other

C. Educational experiences

1. Workshops
2. Summer institutes
3. Course work
4. Other (sabbaticals, exchange programs, etc.)

UNIVERSITY AND DEPARTMENTAL SERVICE

Criteria for Evaluation

1. Participates in or leads projects within the department
2. Demonstrates ability to work with other faculty members and administrative colleagues
3. Offers constructive criticism of departmental and University policies and practices
4. Demonstrates effectiveness in committee work
5. Considers welfare of total department and total institution.

FACULTY PROFILE FORM

Academic Year _____

TO: Vice President _____

FROM: _____ (Dept. Head)

CONCERNING: _____ _____ (Full Name of Faculty Member)

I. Credit-producing work load Assignment:

	FALL	WINTER	SPRING	TOTAL
Number of credit hours	_____	_____	_____	_____
Number of contact hours	_____	_____	_____	_____
Number of student credit hours	_____	_____	_____	_____
Number of separate preparations required	_____	_____	_____	_____
Approximate average number of hours per week required for credit-producing, non-laboratory supervision of students. (For example: teacher training, observation, field trips, etc.)	_____	_____	_____	_____

II. If either the President or Vice President for Academic Affairs disagrees with the following evaluation summary by the Department Head, he shall inform the Department Head, in writing, of the nature of this disagreement. This written explanation shall then be provided to the concerned faculty member and a copy shall be attached to this evaluation form.

Evaluation: (_) Satisfactory (_) Unsatisfactory

Recommendation: _____

Department Head _____

I have read the attached evaluation and recommendation and I:

Faculty Member _____ (_) Agree

(_) Disagree, rebuttal attached.

III. Please rate this faculty member in the following categories and justify your evaluation, using the attached criteria:

A. Instructional Performance

1. Effectiveness in classes

a. Weight _____ b. Evaluation _____

c. Documentation:

d. Comments:

Original: V.P. for Academic Affairs
Yellow Copy: Department Head
Pink Copy: Evaluated Staff Member

Faculty Member_____

2. Out-of-class advising

a. Weight _____ b. Evaluation _____

c. Documentation:

d. Comments:

B. Professional Development

a. Weight _____ b. Evaluation _____

c. Documentation:

d. Comments:

C. University and Departmental Service

a. Weight _____ b. Evaluation _____

c. Documentation:

d. Comments:

IV. Summary of Overall Evaluation

Please indicate strength, areas for improvement, and plans for improvement that have been identified in conference with the faculty member.

V. Recommendations

Do you recommend this faculty member for continuance at present rank, promotion to the next rank, granting of tenure, for a probationary year, or for dismissal? Briefly explain your decision.

APPENDIX C

LAKE SUPERIOR STATE UNIVERSITY

Criteria for Promotion

Promotion in rank constitutes recognition of professional achievement. Consequently, "promotion in rank is not automatic nor based primarily on seniority" (9.1). When promotion is judged minimally satisfactory by the Promotions Committee, promotion is not justified regardless of years in rank. At levels of performance above the minimally satisfactory, the Promotions Committee shall apply a sliding scale in which achievement and years in rank are inversely related. Thus, the higher the level of achievement, the lower will be the number of years in rank necessary to justify promotion.

Criteria for evaluating candidates for promotion shall be the same for all ranks (Assistant Professor, Associate Professor, and Professor). However, the standards to be applied to those criteria shall rise with rank. Thus, the level of achievement necessary for promotion to Associate Professor will be greater than that necessary for promotion to Assistant Professor. Likewise, the level of achievement necessary for promotion to Professor will be greater than that necessary for promotion to Associate Professor. The rank of Professor is the pinnacle of professional recognition within academia, and shall be reserved only for those who attain high levels of professional achievement.

Candidates for promotion will be evaluated in three general categories:

1. Professional performance in the primary role or roles for which one is employed;

2. Related professional activity; and

3. University service.

Professional performance is the most important category, and is to be weighted 70-100 percent for purposes of evaluation, depending upon the candidate's preference. Related professional activity and University service are each to be weighted 0-30 percent, again based upon the candidate's preference. Weights chosen must equal a total of 100 percent. Criteria to be employed within each category are listed below.

Professional Performance:

Below are six professional roles at Lake Superior State University, with criteria of performance evaluation for each. These criteria of professional performance are not all of equal value or relevance. Promotions Committee members shall exercise their professional judgment in weighing the importance and relevance of the criteria listed below for particular individuals. They shall also exercise such judgment in assessing the data available for evaluating individuals on these criteria. Individuals who have responsibilities in more than one area (e.g., teaching and counseling) shall be evaluated according to the criteria for these areas, with weighting based upon the proportions of their responsibilities falling within each area.

Athletic Trainers

1. Ability to relate to and function under the philosophy of the Athletic Department.
2. Administration of the athletic training budget, the purchase and care of athletic training equipment, and the athletic insurance program for the Athletic Department.
3. Dedication to athletic training.
4. Knowledge of athletic injuries, treatments, and training.
5. Maintenance of current National Athletic Training Association (NATA) Certification.
6. Rapport with athletes, coaches, the athletic director, medical personnel, insurance company personnel, and students who assist in athletic training.
7. Supervision of the training room and all varsity practices and games/contests.

Coaches

1. Ability to relate to and function under the philosophies of the athletic department, the administration, the institution, and the involved athletic conference.
2. Dedication to the coaching of the assigned sport(s).
3. Effectiveness in administration of the assigned sport(s); for example, the development of practice and sport schedules, the administration of practice and games/contests, the development and administration of budget(s), and development and/or administration of fund raising project(s), etc.
4. Effectiveness in teaching of appropriate skills and knowledge related to the assigned sport(s).
5. Knowledge of the assigned sport(s).
6. Rapport with athletes, peers, parents, and media personnel.

Coordinators (or Released Time Assignments)

1. Effectiveness in administration of program.
2. Effectiveness in carrying out non-teaching academic responsibilities.
3. Rapport with students, faculty, administration, and public.

Counselors

1. Ability to accept students unconditionally, regardless of differences in values and attitudes.
2. Maintenance of confidentiality.
3. Effectiveness in carrying out assigned responsibilities outside of counseling, such as supervising the tutoring program, training Resident Advisors, coordinating workshops, conducting Northern Ontario admissions counseling, and teaching classes.
4. Effectiveness in oral and written communication.
5. Effectiveness in creating a friendly and stimulating counseling environment.
6. Effectiveness in using crisis intervention techniques.

7. Knowledge of the University catalog and curricular requirements.
8. Knowledge of current standardized tests and psychometric techniques, and effectiveness in selecting tests and interpreting test scores.
9. Knowledge of major counseling theories and effeotiveness in applying these appropriately in counseling situations.
10. Knowledge of study skills and effectiveness in helping students develop such skills.
11. Knowledge of career fields, job requirements, job opportunities, and other pertinent career information.
12. Willingness to deal with emergency situations, both during and outside of regular office hours.
13. Willingness to take certain risks in contacting and counseling students when it is in the best interests of the client.

Instructors

1. Availability and helpfulness to students.
2. Effectiveness in achieving course objectives.
3. Effectiveness as an advisor.
4. Effectiveness in communicating course objectives, requirements, and methods of evaluation.
5. Effectiveness in explaining course material.
6. Effectiveness as an instructor or supervisor of practicums, internships, or clinical experiences.
7. Effectiveness in planning and directing laboratories.
8. Effectiveness in stimulating student interest.
9. Fairness and impartiality toward students.
10. Incorporation of current research and ideas.
11. Knowledge of subject taught.
12. Planning and organization of class presentations.
13. Propriety and fairness of methods of student evaluation.
14. Rapport with students.

Librarians

1. Effectiveness in carrying out responsibilities.
2. Effectiveness as supervisor of students and/or staff.
3. Efficiency in carrying out responsibilities.
4. Initiative in carrying out responsibilities.
5. Knowledge of library resources, equipment, and trends.
6. Knowledge in specific areas of library responsibility.
7. Rapport with library staff, students, faculty, and public.

Professionally Related Activity

Professionally related activities are not all of equal value. In evaluating professionally related activities, the Promotions Committee shall consider the extent to which an activity contributes to the candidate's discipline(s), his or her performance of professional responsibilities, and the University as an institution of higher education.

1. Consulting, outside employment, or professional practice.

2. Creative activity (invention, work of art, etc.).
3. Educational experiences (course work, seminars, workshops, etc.)
4. Grant proposals.
5. Licensing or certification since last promotion.
6. Participating in professional organizations (memberships, attendance at conventions, service as officer, etc.).
7. Presentation of papers, workshops, or seminars.
8. Publication.
9. Unpublished research.
10. Other (the relevance of any other activities is to be assessed by the Promotions Committee).

University Service

University service activities are not all of equal value. In evaluating University service, the Promotions Committee shall consider the extent to which an activity contributes to the University's mission as an institution of higher education.

1. University committees or activities.
2. Department committees or activities.
3. Faculty organizations, committees, or activities (including Faculty Association).
4. Student organizations, committees, or activities.
5. Other (a variety of other service activities may also be included, e.g., work on student recruitment or placement, service in an outside agency as a representative of the University. The relevance of any other such activities is to be assessed by the Promotions Committee).

The Qualifying Criteria for Promotion are located in Section 9 of the Agreement.

LAKE SUPERIOR STATE UNIVERSITY

Instructions for Application for Promotion

The criteria by which applicants for promotion will be evaluated by the Promotions Committee are listed in the document, "Criteria for Promotion". Candidates should address these criteria in the application for promotion.

The Application for Promotion consists of four parts:

I. General Information

II. Report on Professional Responsibilities

III. Report on Professionally Related Activities

IV. Report on University Service

The format of the application and supporting documentation has been standardized to facilitate the evaluation process of the Promotions Committee. Please follow the specific instructions provided in each part of the application. It is the responsibility of the faculty member applying for promotion to provide sufficient information in the format provided to enable the Committee to make its recommendation. An incomplete application or insufficient documentation may serve as justification for removing a candidate from consideration. All materials shall be compiled in the notebook provided by the University.

I. GENERAL INFORMATION

This part of the Application for Promotion consists of the following sections:

A. Educational Attainment
B. Promotion History
C. Educational Attainment
D. Employment History
E. Additional Information
F. Qualifying Evidence

Documentation for these sections should be submitted in the above order for this part of the Application, using the forms enclosed.

A. Weighting

Candidates for promotion will be evaluated in three general categories:

1. professional performance in the primary role or roles for which one is employed
2. related professional activity
3. University service

Professional performance is the most important category, and is to be weighted 70-100% for purposes of evaluation, depending upon the candidate's preference. Related professional activity and University service are each weighted 0-30%, again based on the candidate's preference. Weights chosen must equal a total of 100%. Indicate on the cover sheet of this application the weighting which you desire for each category.

B. Promotion History

Complete the section titled "Promotion History" on the cover page, listing the rank at which you were initially appointed at LSSU, the date of the initial appointment, each promotion where applicable, and the date(s) of the promotion(s).

C. Educational Attainment

Complete the form titled "Educational Attainment". Include any additional coursework, seminars, workshops, CEUs, or other educational experiences you have had since your last degree. If you wish to provide narrative explanation of the relationship of the experiences to your current responsibilities, include a separate page in this section titled "Educational Attainment".

D. Employment History

Complete the form titled "Employment History", listing relevant work experience, teaching and non-teaching, which directly relate to your responsibilities at LSSU. Where the relationship is not obvious, provide a narrative explanation on a separate page titled "Employment History".

E. Additional Information

If you have any additional information that relates to your application for promotion and is not appropriately included elsewhere in this application, include a separate page titled "Additional Information" and insert in this section of the application. For example, it may be appropriate to list licenses, certificates, special skills or talents which relate to your professional responsibilities. Be specific in explaining the relationship of this information to your responsibilities and to your Application for Promotion.

F. Qualifying Criteria

If you are applying for promotion under the exceptions clause of the Agreement, provide the rationale for the exception. Section 9.1. of the Agreement reads in part:

> "The minimum preparation for promotion to the academic ranks shall be as follows, except in cases where there is clear evidence of equivalent experience, professional achievement, or superior teaching." (emphasis added)

Qualifying criteria are expressed in terms of educational attainment and years in rank. If you believe an exception to the minimum criteria should be made in your case, provide a narrative explanation of "equivalent teaching". Title your narrative "Qualifying Evidence" and include in this section of the application.

I. GENERAL INFORMATION

Application for promotion to be effective September, 19___.

Faculty member's name: _____

Present Rank: _____

Department: _____

Date Submitted to Promotions Committee: _____

(Received by _____ on _____)
Committee Member Date

A. Weighting

1. Professional Responsibilities (70-100%) _____%

2. Professionally Related Activities (0-30%) _____%

3. University Service (0-30%) _____%

TOTAL 100%

B. Promotion History (Indicate rank and date)

1. Initial Appointment: _____ Date: _____

2. Promoted to: _____ Effective Date: _____

3. Promoted to: _____ Effective Date: _____

C. Educational Attainment

(List in chronological order with most recent entry last.)

Date	Institution	Degree	Major	Minor

D. Employment History

(List in chronological order with most recent entry last.)

Dates of Employment	Employer	Position/Title

E. Additional Information (optional)

F. Qualifying Criteria

(Required of persons applying under exceptions clause of Section 9.1. of the Agreement.)

II. REPORT ON PROFESSIONAL RESPONSIBILITIES

For the most recent five (5) years in current rank, provide the following (in reverse chronological order beginning with the most recent year):

A. Report of the classes, labs, coaching, counseling, etc., assignments for which the faculty member has been responsible during the five years prior to submission of promotions materials. Primary classes or duties should be designated.

B. Evaluations by Department Head (present and past).

C. Additional material pertaining to campus activities (letters, articles, awards, etc.).

D Summary of student evaluations -- format will vary from department to department (teaching faculty only).

E. Narrative (self-assessing and with third party materials) of professional performances, on- and off-campus, related to University activities, civic and social activities.

In addition to the required documentation, faculty members may include other pertinent information such as letters of recommendation, peer reviews, etc. For years prior to 1984-85, some of the required documentation may be unavailable. However, candidates should make a conscientious effort to provide as much information as possible. (The office of the Vice President for Academic Affairs maintains copies of much of the documentation required for this part.)

LAKE SUPERIOR STATE UNIVERSITY
Guidelines for Student Evaluation Data
for Faculty Promotions Files

For those with teaching responsibilities, summaries of student evaluations are required for the five most recent years. Whenever possible, student evaluation summaries for earliest years in rank should be included as well. Such summaries must be included for at least a representative sample of all courses (including practicums and internships).

The student evaluation form employed should address itself to most or all of the criteria to be used by the Promotions Committee for evaluating instructional performance. Thus, student evaluation data should be as comprehensive as possible. However, the summaries should be organized so as to facilitate review and interpretation by the Promotions Committee.

Norms for interpretation of the student evaluation data are highly desirable. These norms may be national (e.g., SUMA, SIR, IDEA), campus or departmental, depending in part upon the evaluation form used by the department.

For student evaluation data to be credible, the procedures for administering the evaluations should be carefully devised and followed. These procedures should be devised to accomplish the following:

1. insure a high response rate
2. guarantee anonymity to students
3. provide for security in handling of blank and completed forms
4. provide appropriate explanation to students of the purposes and safeguards for student evaluations
5. provide an appropriate environment in which students may fill out the forms
6. provide for the tabulation or summarizing of data by an appropriate third party, e.g., department head or his/her designee.

A written explanation of the procedures of administration employed in gathering student evaluation data must be included as part of the promotion file. If summaries are not presented on the student evaluation form itself, a copy of the form must also be included.

(From report of Judgmental Criteria Committee, June 22, 1984)

III. REPORT ON PROFESSIONALLY RELATED ACTIVITIES

This part of the Application must contain a completed "Report on Professionally Related Activities" for each of the five most recent years in current rank. These reports should be arranged in reverse chronological order beginning with the most recent year. Documentation for each year should follow each year's report.

Professionally related activities are not all of equal value. Required as documentation is a narrative statement addressing the extent to which an activity contributes to the candidate's discipline(s), his or her performance of professional responsibilities, and the University as an institution of higher education. Optional documentation (e.g., copies of published papers) may also be included. For years prior to 1984-85, documentation may be unavailable; however, candidates should make a conscientious effort to provide as much information as possible.

LAKE SUPERIOR STATE UNIVERSITY

Yearly Report on Professionally Related Activities

For the Year 19__ - __

Describe and document any professionally related activities for the academic year indicated above. Such activities include:

Consulting, Outside Employment or Professional Practice

Creative Activity (invention, work of art, etc.)

Educational Experiences (coursework, seminars, workshops, etc.)

Grant Proposals

License or Certification Received

Participation in Professional Organizations (memberships, attendance at conventions, service as officer, etc.)

Presentation of Papers, Workshops, or Seminar

Publication

Unpublished Research

Other

IV. REPORT ON UNIVERSITY SERVICE

This part of the application must contain a completed "Report on University Service for each of the five most recent years in current rank. These reports should be arranged in reverse chronological order beginning with the most recent year. Documentation for each year should follow each year's report.

University service activities are not all of equal value. Required as documentation is a narrative statement addressing the extent to which an activity contributes to the University's mission as an institution of higher education. Other documentation (e.g., letters expressing gratitude for service) is optional. Although complete documentation may not be available for years prior to 1984-85, the candidate should make a conscientious effort to provide as much information as possible.

LAKE SUPERIOR STATE UNIVERSITY

Yearly Report on University Service

for the Year 19__ - __

List and document appropriate University service activities for the academic year indicated above. Such activities may include service on University or departmental committees, faculty organizations or committees, student organizations or committees, etc.

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MEMORANDUM OF UNDERSTANDING I

The parties to the Agreement concur in the following understanding of the effective dates of those provisions of the Agreement as outlined below, unless as otherwise provided by the Agreement:

Section 11.6.3.	Special Assignments	9-1-1989
Section 11.7.2.	Regional Center Teaching	9-1-1989
Section 16.1.2.	Dental Insurance (Improvements)	9-1-1989
Section 16.1.4.	Vision Care Insurance	9-1-1989
Section 16.3.	Long-Term Disability (Improvement) . .	9-1-1989
Section 16.11.	Admission to University Events	9-1-1989
Section 17.7.1.	Compensation for Supplemental Appointment (Summer Terms)	9-1-1990
Section 17.7.3.	Compensation for Travel Time	9-1-1989

FOR THE UNIVERSITY:

Thomas Bay Lee

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May 30, 1989
(DATE)

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